## MEETING OF THE TOWN BOARD TOWN OF GLENVILLE MARCH 15, 2023 AT THE GLENVILLE MUNICIPAL CENTER 18 GLENRIDGE ROAD, GLENVILLE, NEW YORK

Supervisor Koetzle called the meeting to order at 7:00 PM;

Supervisor Koetzle asked the Town Clerk, Julie Davenport, to call the roll.

**Present:** Supervisor Christopher A. Koetzle, Councilman Sid Ramotar, Councilman Michael R. Godlewski, Councilman James M Martin. Councilwoman Amanda Gonzalez-Barone

## Absent: None

**Also Present:** Jeffrey A. Siegel - Attorney for the Town, Jason Cuthbert - Comptroller, Vicki Hillis - Director of Human Services, Anthony Tozzi- Director of Planning, Craig D'Allaird - Commissioner of Public Works.

Town Council Reports:

Councilman Godlewski: I participated in the Trail Walk back in February, it was a great event. It highlights our trail system over to Indian Meadows Park all the way over to the Anderson Dog Park and back. I want to thank Vicki and her Park staff for their help and for putting the event together. The weather influenced it certainly and it was a little cold. We had a good time, we enjoyed doing it and thank you for doing that.

Councilwoman Gonzalez-Barone: I went to the Lions Club Spaghetti Dinner Fundraiser. It was a great event and it amazed me how on top of the service they were and the food was great. I was happy to be there and support them. I am getting familiar with my liaison roles for the Police Department and fire departments, and I'm going to be doing a ride along next week with PD so I'm very much looking forward to that. I went to the Fire Chiefs meeting where we talked about, the goings on with the fire districts right now and current issues. I'm really excited to continue in that capacity.

Supervisor Koetzle: Has there been any movement on the public safety project? That we have that money for the project. Did they talk about that, the 150?

Councilwoman Gonzalez-Barone: Yes, we're working on trying to figure out how to best approach that and I have to follow up on that with Fire Chief Almy and to see where we can connect and get something going there.

Councilman Martin: I did go to the meeting of the Legacy Park with the veterans, and they were very appreciative of all the fundraising efforts. They had a summary of the fundraising from the dinner that was a well-attended affair. They also appreciated the Chicken Wing Bowl. I think, they had like 9000 and 10,000 between those two events. I did attend that meeting and it's always good to hear from those folks. Also had a chance to review the, for lack of a better term, the proposed cannabis legislation. I think we're getting close on that; it's been a pleasure to work with Don. So hopefully soon the residents will be seeing some forthcoming movement on that. I also had a chance to look at the PDD amendments that are forthcoming and that's always interesting to review that. So that's all.

Supervisor Koetzle: SBED will be meeting? You want to talk a little bit about that?

Councilman Martin: Yes, we're putting together an event; we're setting a meeting time to plan an event probably in early April.

Councilman Ramotar: No reports. I did want to thank the town employees for all their hard work over the last couple of weeks with all the bad weather we've had. I want to thank everyone from working at Town Hall, to highways, water and sewer. They've all been doing a phenomenal job for us and the residents.

## Privilege of the Floor: Open 7:07 PM

**Andy Tomko** of 5 Drott Road, Glenville, NY: Andy Tomko suggested residents take pictures of their house when they make renovations and send the pictures to the building department to be saved for historical purposes. Feels cameras need to be set up in the parking lot to give people a safe place to sell goods they've posted on line for sale. Feels the electronic sign needs to have darker writing. Recently read in the newspaper that Glenville is one of the top 10 Towns for paying employee's overtime. He feels instead of over time the Town should hire more police officers as he is worried that all that over time could impact their ability to safely do their job.

**Rick Siciliano** of 1778 Ridge Road, Glenville, NY: Rick Siciliano shared his concerns regarding Ridge and Rector Road. He feels there needs to be an extra sign on Rector Road stating there is a stop sign ahead, as people miss it and end up in the ditch in front of his house. He also feels there needs to be a Blind Driveway sign to alert people of his drive way. Finally, he feels Rector Road needs a center line to keep drivers on the correct side of the Road.

The Supervisor shared we pass issues and concerns regarding roads in the town to the Traffic Safety Committee and told him to share his contact information with Councilwoman Amanda Gonzalez-Barone as she is the liaison to that committee. He also suggested he contact the County and/or the State regarding the issues as well.

Privilege of the Floor closed at 7:19 PM

### Supervisors Comments:

To bring up to date on a few things going on in the Town. Obviously, as you all know, we are in the process of interviewing for two positions, one is the code enforcement officer, Arnie will be retiring at the end of this month. We did interview a few candidates. Where the process of talking about where our next decision is going to be in that position. So, we don't necessarily have the answer for that immediately. The second position is for the new Deputy Clerk. Kristen will move over to take the retiring Joelle's spot here at the courts as Court Clerk. We have a number of interviews that we went through, Julie and I, and then we're meeting tomorrow to talk about with potentially a decision on that one soon.

I just want to mention and we'll talk about it when we get to the Public Hearing. The much talked about the Glen Esk PDD, I met with the folks there, they're looking to make a slight change to the PDD. They're looking to add more commercial than what the original PDD called for, but they're also looking to add some mixed-use apartments over the top which wasn't allowed in the original PDD.

We had a nice conversation about the first commercial, as they kind of resisted the first commercial idea that we had and felt there was no market for it and it turned out to be quite a market for it. You know, when these developers tell you there's no market for these things, you've got to just kind of push back as Jim knows and make sure you have the right product.

I, along with Jason, Vicki, Chief Janik and our labor attorney had a labor management meeting with the PBA. We touched base again on some small issues and we'll be talking potentially about some of those issues. We have a follow-up by the end of the month on that labor management meeting. But labor management meetings with the PBA are continuing and we are beginning our negotiations with CSEA Highway and we'll be meeting with those folks sometime in early April. We begin with those as the CSEA contracts expire at the end of this year and PBA is not until the end of 2024. The two CSEA contracts expire this year. So, we're starting early and hope to get an early earlier resolution on.

I did have an opportunity to get to Breslin's office again on two matters, I met with his Chief of Staff; as he wasn't available. One was the Home Rule, as you may have read, I wrote an opinion piece on what I believe would be the Governor's attack on Home Rule through her forced affordable housing plan. There are all sorts of problems with the proposal, I won't get into them all now, but we will certainly if this goes forward. What I pressed upon to Senator Breslin's office is the Governor's saying this is only a Long Island issue, only people on Long Island care about this issue because it's only going to really effect Long Island. That's not true, overriding the Home Rule is a statewide issue which I have pressed upon to Senator Breslin's Office. It's an issue that Upstate Senators need to stand up and make sure they're defending. This is not a Long Island issue. This is an issue, that if you don't meet the Governor's arbitrary numbers on what she believes your community should have, in what she calls affordable housing, then she's going to come into your community and tell you that it's going anywhere that she wants it to be. That is an infringement on Home Rule and it's unconstitutional, it's against the State Constitution, anyway you slice it. It's something that we all have to stand together and fight against as local municipalities. This is not a Long Island, it's not a downstate, it's not a Westchester County issue, this is an issue for every town and every village and every city in the State of New York. We're passionate about it and we're going to stay on it, I made sure I delivered that message to Senator Breslin's staff and she promised me that he would certainly, certainly take it under advisement for he's conference, to make sure that his conference knows it effects his community as much as any.

Last thing we talked about was, where our \$1.5 million is after all these years. For some reason, a Majority Senator, the most Majority Senator in the Senate so far has been unsuccessful to move money. All that requires, and I repeated this to the staff many times, all this requires to move, is the signature of the Majority Senate Leader and then the signature of the Governor of New York. Only two things required at this point and if a Senior Majority Senator can't move that than I don't know how effective that Senator can be in his job. So, that was the message that was also delivered. We've been patient, it's been over three months now and there's no reason why that can't move. But we'll stay on top of it.

To give you some updates on finance, we're still closing out the 2022 financial year, but the financial numbers are starting to come into focus, which is nice. For sales tax we recently received our fourth quarter Metroplex sales tax and I'm pleased to report that we had an all-time high of, \$1.1 million, for this revenue source. I guess that's what Inflation does and is a good effect on sales tax collection. We added to the contracted sales tax that we received from Schenectady County and we ended the year with over \$3 million in annual sales tax for the first time. Again, I attribute most of that to probably the inflation that we are seeing. Our slight sales tax increase last year was offset however, by a drop in mortgage tax revenue by \$200,000. So that's the other side of the coin. The revenue drop began last June and mortgage rates began increasing as you would imagine. Unfortunately, the revenue drop is still continuing over the past ten months, our mortgage revenue is down 45% from the prior year period. At this pace will end this year with mortgage revenues, mortgage tax revenues very near our budgeted figure of about \$650,000. But for comparison, last year we were at 920,000 so that gives you an idea on what's going on with that line.

Our 2022 expenses largely they came in below budget levels, which is nice. Although certain line items were greatly affected by inflation. As I mentioned, our highway expenses, for example for repair parts increased significantly, ending nearly \$55,000 above our original budgeted number. Similarly, our gas and diesel as you imagine expense ended 130,000 above our original 2022 budget. Our town wide gas and electric expense was 40,000 more than our original budget. So, energy is certainly driving whatever is over the budget. It's being driven by energy, gas, electric. In each of these cases, as well as for several other smaller ones, we did pass budget amendments, as you all know, during this year to address the shortfall. So, the money has been moved to cover the shortfalls. Overall, we expect to end 2022 with the surplus however, in the Town General, Town Outside and our Sewer funds. We should end in 2022 with small operating deficits in Highway and Water. Deficits, which were anticipated and recovered through our planned budgeting of fund balance.

Importantly, in 2022, we also fully funded the town match requirements for number of state and federal grants that we've received. All total we have over \$2,000,000 of

dedicated capital accounts to fully cover our share of all these projects, including the Freemans Bridge Rd. Multipath Sidewalk, the Van Buren Rd. Multipath Sidewalk and the remaining Safe Routes to School sidewalks. As well as Maalwyck Park boat launch and the Mohawk Hudson Bike & Hike Trail. Looking ahead with eight months of our 2024 tax cap finished, next year's tax cap will virtually be guaranteed to be the max 2%, certainly inflation is higher than that. That would equate to about 195,000 and allowable the tax levy for 2024. Our final amount will be slightly higher due to our tax base growth. That's kind of the summary on finances and any questions for me.

Sponsored by: James Martin, Town Councilman Submitted by: Anthony Tozzi, Town Planning Director

#### Resolution No. 72-2023

#### Moved by: Councilman Martin Seconded by: Councilman Ramotar

**Whereas,** as on June 14, 2017, the Town of Glenville passed Local Law No. 4 of 2017 titled "Local Law relating to the Zoning for the Town of Glenville and the Zoning Map of Glenville" that established the Planned unit Development District titled "207-213 Sacandaga Road Mixed Use Planned Development District"; and

**Whereas,** the owner of the project proposed an amendment to Local Law No 4 of 2017 to allow mixed residential and commercial use in a two-story structure on Parcel No. 3, not to exceed 10 residential units along with commercial uses not to exceed 12,000 square feet of building area with an associated drive-through use; and

**Whereas,** this request has been reviewed by the Town of Glenville Planning and Economic Development Department, which confirmed the proposed zoning amendment is consistent with the Town of Glenville Comprehensive Plan, as amended October 2017; and

Whereas, the Town is required to conduct a public hearing before the enactment of a local law: and

**Now, therefore, be it resolved,** that the Town Board of the Town of Glenville hereby schedules a public hearing to be held on Wednesday, April 5, 2023 at 7:00 p.m., or as soon thereafter as the matter can be heard, at the Town of Glenville Municipal Center, 18 Glenridge Road, Glenville, New York at which time and place the Town Board of the Town of Glenville will hear all persons interested in the proposed local law amending Local Law No. 4 of 2017 establishing the 207-213 Sacandaga Road Mixed Used Development Planned Development District; and

**Be it further resolved,** that the Town Clerk be, and she hereby is directed to prepare the proper notice of said hearing in accordance with law and to publish same at least 10 days prior to the date of the public hearing.

Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle Noes: None Absents: None Abstentions: None

#### **Motion Carried**

Town Board decision on March 15, 2023

TOWN OF GLENVILLE LOCAL LAW NO. 1 OF 2023 AMENDMENT TO LOCAL LAW NO. 4 OF 2017 KNOWN AS THE "207-213 SACANDAGA ROAD MIXED USE PLANNED DEVELOPMENT DISTRICT"

Section 1. Section 270 Attachment 3 of the Town Code of the Town of Glenville ("Town Code"), enacted by Local Law No. 4 of 2017, is amended as set forth in this Local

Law No. 1 of 2023. This amendment shall apply only to Parcel No. 3 of the PDD site now designated as tax map parcel number 29.15-4-4.

Section 2. Section A270-202B of the Town Code is amended with respect to Parcel 3 only, to delete the part of Section A270-202B after the words "(...whichever is less)" and before the words "Any gasoline service station..." and to insert the following language in its place:

"; on Parcel No.3, mixed residential and commercial uses in a two-story structure, not to exceed 10 residential units on the second floor, and on the first-floor retail uses only as permitted in the General Business District, not to exceed 12,000 square feet of building area with associated drive thru."

- Section 3. Section A270-202D of the Town Code is amended to delete the sentence "The developer and any subsequent developer shall provide the Town with and keep in force a bond or other suitable security in the amount of \$10,000 to assure maintenance of such space."
- Section 4. This Local Law supersedes and modifies Town of Glenville Local Law No. 4 of 2017 to the extent inconsistent therewith. Local Law No. 4 of 2017 is hereby ratified with the changes set forth herein.
- Section 5. This Local Law shall take effect twenty (20) days after filing with the New York Secretary of State.

Sponsored by:Sid Ramotar, Deputy SupervisorSubmitted by:Vicki Hillis, Director of Human Services

## **RESOLUTION NO. 73-2023**

## Moved by: Councilman Ramotar Seconded by: Councilman Martin

WHEREAS, in order to provide for summertime maintenance and security needs in the Parks, Highway, and Water/Sewer Departments it is necessary to hire seasonal employees; and

**WHEREAS**, the Town of Glenville has provided funding for these seasonal employees in the 2023 budget; and

WHEREAS, these seasonal positions have in the past typically been filled by high school or college students who in some instances were able to begin employment prior to the end of the spring semester; and

WHEREAS, seasonal employment is allowable for a maximum of thirteen weeks per individual;

**NOW, THEREFORE, BE IT RESOLVED**, that seasonal employees be appointed to the following positions within budgeted appropriations at the budgeted

rate of \$15.00 per hour with no benefits within the time period beginning on May 1, 2023 and ending on September 17, 2023:

- Park Laborers four to be appointed;
- Park Security Worker one to be appointed;
- Water Laborers two to be appointed;
- Highway Laborers two to be appointed; and

**BE IT FURTHER RESOLVED,** that the Commissioner of Public Works is hereby authorized to appoint qualified candidates to the vacant positions upon consultation with the Town Supervisor.

Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle Noes: None Absent: None Abstention: None

#### Motion Carried

Town Board decision on March 15, 2023.

Sponsored by:	Sid Ramotar, Deputy Supervisor
Submitted by:	Craig D'Allaird, Commissioner of Public Works

### RESOLUTION NO. 74-2023

## Moved by: Councilman Ramotar Seconded by: Councilman Martin

**WHEREAS**, the Town of Glenville Public Works Department requires reliable transportation to perform Town duties; and

**WHEREAS**, the Commissioner of Public Works advises that the Parks Department is in need of two vehicles appropriate for day-to-day use; and

WHEREAS, the Town Comptroller advises that the Town may utilize the mini-bid process available through the NYS Office of General Services (OGS) to purchase vehicles; and

**WHEREAS,** the Commissioner of Public Works prepared appropriate vehicle specifications and completed mini-bids #12437 and #12441 to obtain the lowest bids for the vehicles required; and

WHEREAS, the low bidder for the Parks Department vehicle listed under mini-bid #12437, a 2024 Chevrolet Silverado 3500HD 4WD Double Cab 162" Work Truck, was Joe Basil Chevrolet Inc., 5111 Transit Rd, Depew NY 14043, at a price of \$50,753.10; and

WHEREAS, the low bidder for the Parks Department vehicle listed under mini-bid #12441, a 2024 Chevrolet Silverado 3500HD CC 4WD Regular Cab 146" WB, 60" CA Work Truck with Rugby stainless steel Eliminator series dump body, was Joe Basil Chevrolet Inc., 5111 Transit Rd, Depew NY 14043, at a price of \$66,662.35; and

**WHEREAS,** the purchase of said vehicles is provided for within 2023 budgeted appropriations;

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioner of Public Works is hereby authorized to purchase one 2024 Chevrolet Silverado 3500HD 4WD Double Cab 162" Work Truck, at a cost not to exceed \$50,753.10 from Joe Basil Chevrolet Inc., 5111 Transit Rd, Depew NY 14043; and

**BE IT FURTHER RESOLVED,** that the Commissioner of Public Works is hereby authorized to purchase one 2024 Chevrolet Silverado 3500HD CC 4WD Regular Cab 146" WB, 60" CA Work Truck with Rugby stainless steel Eliminator series dump body, at a cost not to exceed \$66,662.35 from Joe Basil Chevrolet Inc., 5111 Transit Rd, Depew NY 14043.

## Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

Noes: None Absent: None Abstentions: None

#### **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by:	Sid Ramotar, Deputy Supervisor
Submitted by:	Craig D'Allaird, Commissioner of Public Works

## **RESOLUTION NO. 75-2023**

#### Moved by: Councilman Ramotar Seconded by: Councilman Martin

**WHEREAS**, the Town of Glenville Public Works Department requires reliable transportation to perform Town duties; and

**WHEREAS,** the Commissioner of Public Works advises that the Water Department is in need of one vehicle appropriate for day-to-day use; and

**WHEREAS,** the Town Comptroller advises that the Town may utilize the mini-bid process available through the NYS Office of General Services (OGS) to purchase vehicles; and

WHEREAS, the Commissioner of Public Works prepared appropriate vehicle specifications and completed mini-bid #12442 to obtain the lowest bid for the vehicle required; and

**WHEREAS,** the low bidder for the Water Department vehicle, a 2024 Chevrolet Silverado 3500HD 4WD Double Cab 162" Work Truck with Knapheide Utility Body Model 696J, was Joe Basil Chevrolet Inc., 5111 Transit Rd, Depew NY 14043, at a price of \$57,496.35; and

**WHEREAS,** the purchase of said vehicle is provided for within 2023 budgeted appropriations;

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioner of Public Works is hereby authorized to purchase one 2022 Chevrolet Silverado 3500HD DRW 4x4 with Rugby Dump Body, at a cost not to exceed \$57,496.35 from Joe Basil Chevrolet Inc., 5111 Transit Rd, Depew NY 14043.

Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

Noes: None Absent: None

## Abstentions: None

## **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by:	Sid Ramotar, Deputy Supervisor
Submitted by:	Craig D'Allaird, Commissioner of Public Works

## **RESOLUTION NO. 76-2023**

#### Moved by: Councilman Ramotar Seconded by: Councilman Martin

**WHEREAS,** the Commissioner of Public Works advises that the Town requires the purchase of additional remote read water meters; and

WHEREAS, the Town utilizes Neptune T-10 Integrated E-CODER R900i Gallon Meters which are available through Ti-Sales, the sole authorized Neptune sales dealer for New York State; and

WHEREAS, Ti-Sales has provided quotes of \$5,973.45 for 15 Neptune T-10 remote read <sup>3</sup>/<sub>4</sub>" water meters and \$17,298.05 for 35 Neptune T-10 remote read 1" water meters; and

WHEREAS, funding for this purchase is included in the 2023 Adopted

Budget;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Glenville hereby authorizes payment of \$23,271.50 to Ti-Sales, 36 Hudson Road, Sudbury MA, for the purchase of 15 Neptune T-10 remote read <sup>3</sup>/<sub>4</sub>" meters and 35 Neptune T-10 remote read 1" meters with the expense charged to Water District #11 as included in the 2023 Adopted Budget.

# Ayes: Councilwoman Gonzales-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

Noes: None Absent: None Abstentions: None

#### **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by:	Amanda Gonzalez-Barone, Town Board Member
Submitted by:	Vicki Hillis, Director of Human Services

## **RESOLUTION NO. 77-2023**

Moved by: Councilwoman Gonzalez-Barone Seconded by: Councilman Godlewski

**WHEREAS,** in response to input from residents, the Town of Glenville has made the improvement of Town parks a priority; and

WHEREAS, the Town seeks to build on these improvements with the

addition of a full 18-hole disc golf course at Indian Meadows Park; and

WHEREAS, this disc golf course is included in the Town's master plan for parks and will expand the recreational opportunities at Indian Meadows Park for the benefit of residents and visitors alike; and

WHEREAS, three quotes for the necessary equipment needed for a disc golf full course, including baskets, poles and padlocks, along with freight, were obtained for the project: MVP Disc Sports at \$7,744.74; Innova Disc Golf at \$8,650.00; and Discraft at \$9,138.81; and

WHEREAS, MVP Disc Sports quoted the lowest price for said equipment at \$7,744.74; and

**WHEREAS,** the 2023 Adopted Budget includes funding for the purchase of this equipment;

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Glenville hereby accepts the quote from MVP Disc Sports LLC, 6599 West Euclid Street, Marlette, Michigan and authorizes the Director of Human Services to order the equipment for installation at Indian Meadows Park with said expense charged to account AA-000-7110-2000 as included in the 2023 Adopted Budget.

# Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

## Noes: None Absent: None Abstention: None

## **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by:	Amanda Gonzalez-Barone, Town Board Member
Submitted by:	Vicki Hillis, Director of Human Services

## **RESOLUTION NO. 78-2023**

## Moved by: Councilwoman Gonzalez-Barone Seconded by: Councilmen Godlewski

**WHEREAS,** the Town of Glenville Senior Center prides itself with offering a wide variety of social, educational and health and wellness activities to its members and members of the senior community in general; and

WHEREAS, the Town of Glenville is desirous of entering into an agreement with Schenectady County Department of Senior & Long-Term Care Services to operate a nutrition program at the Glenville Senior Center for citizens over the age of 60 to ensure that senior residents have access to nutritious, balanced meals on a regular basis; and

WHEREAS, Schenectady County Department of Senior & Long-Term Care Services receives federal funding to operate and provide oversight to such congregate nutritional services; and

**WHEREAS**, the congregate meal site at Glenville Senior Center is a gathering place for older adults to enjoy meeting up with friends and participating in

diverse activities that offer them the opportunity to remain active and connected to their community while meeting nutritional needs; and

**WHEREAS**, the Glenville Senior Center has offered its facility for this program for the past 25 years and wishes to continue to do so for the benefit of all interested seniors in the community;

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Glenville hereby authorizes the Supervisor to enter into the attached agreement with Schenectady County Department of Senior & Long-Term Care Services for provision of the noontime dining program for seniors.

## Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar, Supervisor Koetzle

## Noes: None Absent: None Abstention: None

## Motion Carried

Town Board decision on March 15, 2023.

## Schenectady County Senior and Long-Term Care Services

## NUTRITION SITE AGREEMENT January 1, 2023 - December 31, 2023

THIS AGREEMENT MADE between SCHENECTADY COUNTY SENIOR AND LONG-TERM CARE SERVICES, an agency of SCHENECTADY COUNTY government, and the New York State designated "Area Agency" for delivery of federal and state-funded senior services located at 107 Nott Terrace, Suite 305, Schenectady, New York, 12308, hereinafter referred to as "the COUNTY" and the TOWN OF GLENVILLE, 18 Glenridge Road, Glenville, New York, 12302, hereinafter referred to as "the TOWN,"

WHEREAS the COUNTY and the TOWN wish to continue the senior meal and nutrition program, in a congregate setting located at the Glenville Senior Center (32 Worden Road, Glenville, New York, 12302).

NOW, THEREFORE, the COUNTY and the TOWN mutually agree to the following:

## PART I: SERVICES PROVIDED BY THE COUNTY:

The COUNTY agrees to provide daily nutritious meals, and supportive, educational, and recreational services to all qualifying individuals through the operation of a "Congregate Meal Site" at the Glenville Senior Center. The County will comply with *Title 9, Part 6654.10 of the New York State Codes, Rules and Regulations* in implementing and operating the Site, and may contract with one or more agencies or vendors in performing some or all of the following services:

## SECTION (A): ADMINISTRATIVE

- (1) Obtaining and maintaining a current *New York State Food Service Permit* and monitoring compliance with all New York State and Schenectady County Public Health laws, rules, and regulations
- (2) Ongoing registration of eligible participants.
- (3) Collection, recording and deposit of donations received.
- (4) Budgeting, reporting, and auditing as required by NYS and Schenectady County.

## SECTION (B): MEAL PREPARATION AND SERVICE

(1) Meal planning, dietician approval, and preparation of monthly menus.

(2) Purchase of food, condiments, nutritional supplements, paper product, serving utensils, thermometers, and other consumables.

(3) Safe and healthy meal preparation and food storage, including proper use of all kitchen equipment.

(4) Cleaning of kitchen, dishes, and dining tables used for congregate meals.

## SECTION (C) OTHER PROGRAMS AND SERVICES

- (1) Planning and facilitation of on-site educational and recreational programs.
- (2) Provision of supportive services, including individual outreach, counseling, and program referrals for Seniors with unmet needs.

### SECTION (D): STAFFING, OVERSIGHT AND TRAINING

- (1) A *Site Manager* will oversee daily operations, including the supervision of all program staff and volunteers.
- (2) Health, safety, and program training will be provided to staff and volunteers involved with meal preparation, programming, or general assistance to Seniors.

### SECTION (E): TIMES OF OPERATION

- (1) The site will be operated each Monday through Friday during a lunch-time period, except for designated holidays or snow days as mutually agreed by both parties.
- (2) The site shall be open and available to Seniors at least one hour before and one hour after the meal period to provide opportunities to socialize and participate in supportive, educational, and recreational services.
- (3) The COUNTY will notify the TOWN as early as possible in the event of a cancellation due to unforeseen circumstances.

## SECTION (F) TOWN RULES AND REGULATIONS:

The COUNTY will comply with all reasonable rules and regulations established by the TOWN in their operation of the Glenville Senior Center.

## PART II: RESOURCES PROVIDED BY THE TOWN:

The TOWN agrees to provide the following resources, without cost, to the COUNTY for the operation of the program.

#### SECTION (A): PROGRAM SPACE:

- (1) Daily access to the kitchen, secure storage, dining areas, bathrooms, and waste disposal.
- (2) In the event of cancellation due to unforeseen circumstances, the TOWN shall notify the COUNTY as early as possible.

## SECTION (B): PROGRAM EQUIPMENT:

(1) *Kitchen*: Use of refrigerator/s, stove/s, sinks, and other kitchen appliances and equipment needed for meal preparation and storage,

(2) Dining: Use of Tables, chairs, dishes, utensils for serving and dining.

#### SECTION (C): UTILITIES AND COMMUNICATIONS:

- (1) Heat, air conditioning, electricity, lighting, and water
- (2) Any other utilities necessary for safe operation of the program

#### SECTION (D): ANNUAL REPORT:

- (1) The TOWN will prepare an annual estimated value of services, supplies, and utilities provided in Section (A), (B) and (C), using the form provided as *Attachment A* of this agreement.
- (2) This report shall be provided to the COUNTY by January 1<sup>st</sup> of each year.

#### PART IV: TERM OF AGREEMENT:

This **Site Agreement** between SCHENECTADY COUNTY and the TOWN OF GLENVILLE shall be in effect for one-year, commencing January 1, 2023, and expiring December 31, 2023, with a 2-year option for renewal upon the agreement of both parties.

#### PART V: INSURANCE:

## SECTION (A):

SCHENECTADY COUNTY agrees to provide general liability insurance coverage with a minimum of One million dollars (\$1,000,000) per occurrence; with the TOWN of GLENVILLE named as an additional insured

#### SECTION (B): PROOF OF COVERAGE:

The COUNTY shall furnish the TOWN with satisfactory proof of coverage on or before the commencement of this agreement.

#### PART VI: RIGHT TO TERMINATE:

Either the TOWN or COUNTY may terminate this agreement for any reason upon six (6) months written notice delivered personally or by registered or certified mail to the address above. Termination shall be the sole and exclusive remedy for any breach of contract and there shall be no claim whatsoever for monetary or consequential damages.

#### PART VII: INDEMNITY AND HOLD HARMLESS AGREEMENT:

The COUNTY agrees to indemnify and hold the TOWN, its officers, agents, and employees harmless from any liability arising from the negligence, of SCHENECTADY COUNTY, or it's vendors or contractors.

#### PART VIII: ASSIGNMENT PROHIBITED:

In accordance with the provisions of Section 109 of the New York State General Municipal Law, the COUNTY is hereby prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or of its right, title or interest, in this agreement, or its power to execute this agreement to any other person or corporation without the previous consent in writing to the Town.

## PART IX: NO THIRD-PARTY BENEFICIARY:

This contract is solely between the signatories and shall not provide contractual or any other rights enforceable by any other persons.

#### PART X: NOTICES:

Any and all notices required hereunder shall be addressed to the parties to this agreement at the address stated above.

### PART XI: WAIVER:

No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

#### PART XII: MODIFICATION:

This agreement constitutes the complete understanding of the parties. No modifications of any of the provisions hereof shall be valid unless in writing and signed by both parties.

#### SIGNATURE PAGE

IN WITNESS WHEREOF, Schenectady County has caused its corporate seal to be affixed hereto and signed by its County Manager and Senior and Long-Term Care Services Department Manager. The Town of Glenville has caused its corporate seal to be affixed hereto and signed by Christopher A. Koetzle, Town Supervisor, duly authorized to do so, and to be attested by Julie Davenport, Town Clerk, to be affixed hereto the day and year first above written.

(SEAL OF THE COUNTY OF SCHENECTADY)

Adrienne Silva, SLTCS Dept. Manager

Rory Fluman, County Manager

TOWN OF GLENVILLE

COUNTY OF SCHENECTADY

Christopher Gardner, County Attorney

(SEAL OF THE TOWN OF GLENVILLE)

Attest:

Julie Davenport, Town Clerk

Christopher A. Koetzle, Town Supervisor

Sponsored by:Sid Ramotar, Deputy SupervisorSubmitted by:Stephen V. Janik, Police Chief

## **RESOLUTION NO. 79-2023**

#### Moved by: Councilman Ramotar Seconded by: Councilman Martin

WHEREAS, Resolution #222-2022 authorized the Chief of Police to purchase one 2022 Dodge Durango and one 2022 Dodge Charger from Main Motorcar, 221 W. Main Street, Johnstown NY utilizing NYS contract pricing; and

WHEREAS, due to a clerical error incorrect prices from the applicable NYS contract pricing were included in Resolution #222-2022, with the correct price for the 2022 Dodge Durango \$646.00 lower than what was stated in the resolution and the correct price for the 2022 Dodge Charger \$7,767.60 higher than what was stated in the resolution; and

**WHEREAS,** the additional net cost of \$7,121.60 is available within the 2022 Amended Budget;

**NOW, THEREFORE, BE IT RESOLVED**, that the Chief of Police is hereby authorized to purchase one 2022 Dodge Durango and one 2022 Dodge Charger from Main Motorcar, 221 W. Main Street, Johnstown NY at the revised prices of \$39,901.00 and \$36,161.00, respectively, with the expenses for said vehicles charged to account BB-000-3120-2000 as included in the 2022 amended budget.

# Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

Noes: None Absent: None Abstentions: None

#### **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by:Christopher A. Koetzle, Town SupervisorSubmitted by:Craig D'Allaird, Commissioner of Public Works

## RESOLUTION NO. 80-2023

#### Moved by: Councilman Ramotar Seconded by: Councilman Martin

**WHEREAS,** the Town of Glenville is interested in a feasibility study that evaluates new or existing opportunities to provide sanitary sewer service along the Route 50 corridor from the Town of Ballston town line, southerly to Gleason Road; and

**WHEREAS,** the Town of Ballston has engaged CHA Consulting Inc. to evaluate opportunities to provide sanitary sewer service along its Route 50 corridor to the Town of Glenville town line; and

WHEREAS, given that CHA Consulting Inc. is studying the Route 50 corridor in Ballston for potential sanitary sewer service, the Commissioner of Public Works recommends that the Town of Glenville also engage CHA Consulting Inc. to evaluate opportunities to provide sanitary sewer service along the Glenville Route 50 corridor to promote economic development and reduce potential environmental impacts associated with current and future use of on-site wastewater disposal systems; and

WHEREAS, CHA Consulting Inc. has proposed a Route 50 Sanitary Sewer Project Feasibility Study for the Town of Glenville at a cost not to exceed \$21,000.00; and

**WHEREAS,** the Town Comptroller advises that funding for this feasibility study is available within 2023 budgeted appropriations;

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Glenville hereby accepts the proposal from CHA Consulting Inc. in the amount of \$21,000.00 to evaluate opportunities to provide sanitary sewer service along the Glenville Route 50 corridor, with said expense charged to account SS-009-8130-4500.

## Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

Noes: None Absent: None Abstentions: None

## **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by:	Sid Ramotar, Deputy Supervisor
Submitted by:	Craig D'Allaird, Commissioner of Public Works

## **RESOLUTION NO. 81-2023**

### Moved by: Councilman Martin Seconded by: Councilman Ramotar

WHEREAS, for several years the Town of Glenville has engaged two separate cleaning firms to clean the Town Hall building, with one firm dedicated solely to the Police Department and Town Court office and the other firm dedicated to the rest of the building; and

WHEREAS, for years there has been no long-term contract for cleaning of the Police Department and Town Court office, with services provided on a month-bymonth basis; and

**WHEREAS**, the Commissioner of Public Works recommends that the Town should bid this service to ensure that maximum savings are achieved; and

**WHEREAS,** the Commissioner of Public Works solicited proposals from both cleaning firms to perform cleaning services for the Police Department and Town Court office, including the front vestibule and area outside of the court office; and

**WHEREAS,** Jan-Pro of the Capital District was the low bidder with a bid of \$1,320 per month for six days of cleaning per week;

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Glenville hereby accepts the proposal from Jan-Pro of the Capital District to provide cleaning services for the Police Department and Town Court office and authorizes the Town Supervisor to execute a contract for said services with an effective date of April 1, 2023.

Ayes: Councilwomen Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

Noes: None Absent: None

## Abstentions: None

## **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by:	Christopher A. Koetzle, Town Supervisor
Submitted by:	Craig D'Allaird, Commissioner of Public Works

## RESOLUTION NO. 82-2023

## Moved by: Councilman Ramotar Seconded by: Councilman Martin

**WHEREAS,** the Town of Glenville seeks an engineering firm with surveying capabilities to survey lands adjacent to roadways for a ROW and to provide the design and layout of a multi-use path installation on Van Buren Road; and

**WHEREAS,** on February 7, 2023 the Town issued a Request for Proposals (RFP) seeking such services, as more particularly set forth in the RFP; and

**WHEREAS,** the RFP requires proposals be delivered to the Town of Glenville Town Clerk no later than 11:00 am on March 1, 2023: and

**WHEREAS,** the Town timely received proposals from five (5) firms interested in providing the requested services; and

**WHEREAS,** in accordance with the RFP, the Town of Glenville Review Committee reviewed the proposals and recommended that the contract be awarded to LaBella Associates as the lowest responsible bidder; and

**WHEREAS**, the Town has considered that Michael Carr, Chairman of the Town of Glenville Planning Board, is employed by LaBella Associates but the Town understands that Mr. Carr will receive no direct or indirect benefit from the award of the contract to LaBella Associates;

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Glenville hereby accepts the proposal from LaBella Associates in the amount of \$100,000.00 to provide survey, design, and layout services for sidewalk installation on Van Buren Road, with said expense charged to capital project HH-053 Van Buren Road Multi-Use Path.

Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle

Noes: None Absent: None Abstentions: None

#### **Motion Carried**

Town Board decision on March 15, 2023.

Sponsored by: Christopher A. Koetzle, Town Supervisor Submitted by: Julie Davenport, Town Clerk

#### **RESOLUTION NO. 83-2023**

Moved by: Councilman Godlewski

## Seconded by: Councilwoman Gonzalez-Barone

**BE IT RESOLVED,** that the minutes of the Regular Town Board meeting held on February 15, 2023 are hereby approved and accepted as entered.

### Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar, Supervisor Koetzle

Noes: None Absent: None Abstentions: None

#### **Motion Carried**

Town Board Decision on March 15, 2023

Sponsored by:Christopher A. Koetzle, Town SupervisorSubmitted by:Julie Davenport, Town Clerk

#### **RESOLUTION NO. 84-2023**

Moved by: Councilman Godlewski Seconded by: Councilwoman Gonzalez-Barone

**BE IT RESOLVED** that the **Monthly Departmental Reports** for February, 2023 as received from the following:

Assessors Department Justice Department Receiver of Taxes Town Clerk's Office Police Department

be, and they hereby are accepted, approved for payment and ordered placed on file.

## Ayes: Councilwomen Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar, Supervisor Koetzle

Noes: None Absent: None Abstentions: None

#### Motion Carried

Town Board Decision on March 15, 2023

Sponsored by: Christopher A. Koetzle, Supervisor Submitted by: Jeffrey A. Siegel, Attorney for the Town

#### **RESOLUTION NO. 85-2023**

## Moved by: Councilman Ramotar Seconded by: Councilman Martin

**Whereas,** the Town owns certain real property consisting of approximately 6 acres of park land known as Legacy Park, upon which is situate a single-family residence having an address of 338 Ballston Road, Glenville, New York ("Residence"), located near the intersection of Dutch Meadows Lane and Route 50; and

**Whereas**, Capital Region Veteran's Memorial, Inc. ("Veterans Group"), a New York Not-For-Profit Corporation having federal tax exemption pursuant to Internal Revenue Code Section 501(c)(3), desires to create in Legacy Park memorials honoring veterans of all major United States conflicts and to create a public respite for veterans and their families; and

Whereas, the Town wishes to support the Veterans Group's effort to develop such memorials and is willing to collaborate with the Veterans Group to explore development in Legacy Park of such memorials, a café, a museum, and other structures and areas to honor veterans: and

**Whereas**, in furtherance of the Town's support of the Veterans Group, the Town is willing to grant permission to the Veterans Group to use the Residence on a temporary basis upon the terms and conditions set forth in the Revocable License Agreement; and

**Whereas**, use of the Residence by the Veterans Group is beneficial to the Town because the Veterans Group will provide routine maintenance and janitorial services for the Residence as set forth in the Revocable License Agreement, and the use by the Veterans Group will be an attraction for the Town;

**Now, therefore, be it resolved,** that the Town Supervisor is hereby authorized to execute and deliver the Revocable License Agreement in order to permit the Veterans Group to use the Residence on the terms and conditions set forth in the Revocable License Agreement.

Ayes: Councilwoman Gonzalez-Barone, Councilmen Godlewski, Martin, Ramotar and Supervisor Koetzle Noes: None Absents: None Abstentions: None

### **Motion Carried**

Town Board decision on March 15, 2023

## **REVOCABLE LICENSE AGREEMENT**

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made effective the day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023 ("Effective Date"), by and between the TOWN OF GLENVILLE, a municipal corporation of the State of New York located in Schenectady County and having a mailing address of 18 Glenridge Road, Glenville, New York, 12302 ("Town") and CAPITAL REGION VETERAN'S MEMORIAL, INC., a New York Not-For-Profit Corporation having federal tax exemption pursuant to Internal Revenue Code Section 501(c)(3) and having a mailing address of PO Box 2756 Glenville, New York 12325 ("Veterans Group") (the Town and the Veterans Group each a "Party" and collectively, the "Parties").

WHEREAS, the Town owns certain real property consisting of approximately 6 acres of park land upon which is situate a single-family residence having an address of 338 Ballston Road, Glenville, New York ("Residence"), located in the Town near the intersection of Dutch Meadows Lane and Route 50, as more particularly described on Exhibit A annexed hereto, and known as "Legacy Park"; and

WHEREAS, the Veterans Group, in furtherance of its tax-exempt purposes and for the benefit of itself, the Town, residents of the Town, and United States veterans, desires to create in Legacy Park memorials honoring veterans of all major United States conflicts and to create a public respite for veterans and their families; and

WHEREAS, the Town wishes to support the Veterans Group's effort to develop such memorials and is willing to collaborate with the Veterans Group to explore development in Legacy Park of such memorials, a café, a museum, and other structures and areas to honor veterans; and

**WHEREAS,** the Town has granted permission to the Veterans Group to use the Residence upon the terms and conditions set forth in this Agreement until such time as the Town and the Veterans Group can develop a plan for the use of Legacy Park;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed by and between the parties that the recitals above are part of this Agreement and it is further agreed as follows:

1. <u>Grant of License</u>. The Town hereby grants to the Veterans Group a revocable license to use the Residence for the purposes set forth in this Agreement and for no other

purposes. Nothing contained in this Agreement shall be deemed or construed to create a landlord/tenant or other relationship between the Town and the Veterans Group, it being intended that the Town is a licensor, and the Veterans Group is a licensee.

- 2. Use of Residence. The Residence is licensed to the Veterans Group on a temporary basis, for the sole and exclusive purpose of serving as a place for veterans to meet, socialize, and reflect, and for related purposes. The Town expressly reserves the right to rent out or to allow others to use the Residence when the Veteran's Group is not using the Residence, upon reasonable notice by the Town to the Veteran's Group. The Veterans Group is not responsible for the acts of others (including but not limited to damage, maintenance, janitorial services) using the Residence with the permission of the Town when the Veteran's Group is not using the Residence The Veterans Group hereby agrees to restrict its use of the Residence to the exclusive purposes set forth in this Agreement. The Veterans Group shall use the Residence in such a fashion so as not to interrupt or otherwise interfere with the Town's use of Legacy Park outside of the Residence, or with use of Legacy Park outside of the Residence by the public or by the Town's agents, employees, contractors or invitees. In no event shall the Veterans Group store any hazardous, flammable or combustible products or chemicals (including gasoline or any petroleum-based fuel) in, at or in the vicinity of the Residence, except for typical household cleaning products properly contained and stored. The Town shall have the right to access the Residence at all times in order to ensure compliance with this license. Use of the Residence in violation of this Agreement will result in the immediate revocation of this license.
- 3. <u>Alterations or New Construction</u>. The Veterans Group shall not construct any structure or improvement of any kind, permanent or temporary, in Legacy Park without the prior written approval of the Town, which approval may be withheld by the Town in its sole discretion. The Veterans Group also shall not alter, modify, amend or modify the Residence without the prior written approval of the Town, which approval may be withheld by the Town in its sole withheld by the Town in its sole discretion.
- 4. <u>Consideration</u>. As and for the consideration for this Agreement that benefits the Town, the Veterans Group, at its sole cost and expense, shall provide and perform all routine maintenance (keeping the nonstructural elements of the Residence in good condition and repair) and janitorial services for the Residence.
- 5. <u>Personal Property/Insurance</u>. The Town assumes no responsibility or liability for any personal property of other items owned by the Veterans Group, or other material stored in the Residence. The Town shall not be responsible for any damage or loss due to fire, flood, vandalism or any other casualty or cause except to the extent caused by the Town's gross negligence or willful misconduct. During the term of this Agreement, the Veterans Group shall maintain insurance on its personal property, and shall maintain liability insurance, naming the Town as an additional insured, in the amount of \$1 million/ occurrence and \$2 million in the aggregate. The Veterans Group shall provide to the Town a certificate of insurance confirming all insurance required by this Agreement.
- 6. <u>Term</u>. The term of this Agreement shall commence on the Effective Date. This Agreement shall terminate on the first to occur of: (a) ninety (90) days after notice of revocation given by the Town to the Veterans Group; or (b) thirty (30) days after notice of termination given by the Veterans Group to the Town; or (c) immediately and without notice upon breach or violation of this Agreement by the Veterans Group; or (d) immediately, if this Agreement is deemed to be unenforceable or violation of any law or statute. The Town will work in good faith to negotiate an agreement of longer and more definitive duration so that the Veterans Group may be able to create "Welcome Center" and a 'Veteran's Café" and other amenities consistent with the stated purposes of the Veterans Group.
- 7. <u>Non-assignable License</u>. This Agreement is personal to the Veterans Group and may not be assigned, transferred, conveyed, or otherwise disposed of by the Veterans Group, in whole or in part.
- 8. <u>Non-exclusivity</u>. The Parties acknowledge and understand that the Veterans Group obtains no right, title or interest in any real or personal property of the Town by this

Agreement, except as expressly set forth herein. The Parties further acknowledge and understand that this Agreement involves the use of public parkland and property and as such cannot and does not grant or convey exclusive use of Legacy Park outside of the Residence, all of which must remain open to public for use during hours of operation for Legacy Park as established by the Town from time to time.

- 9. <u>Notices</u>. Any and all notices required hereunder shall be in writing and addressed to the parties to this Agreement at the addresses stated above. Notices shall be deemed given when hand delivered, or if mailed, then three (3) days after mailing by certified mail, return receipt requested, in a properly addressed and postage paid envelope.
- 10. <u>Effect of Waiver</u>. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the Party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- 11. <u>Complete Agreement</u>. This Agreement constitutes the complete understanding of the parties. No modifications of any of the provisions hereof shall be valid unless in writing and signed by both parties.
- 12. <u>Invalid Provision</u>. If any provision of this Agreement is invalid or unenforceable, such provision shall be modified to the extent possible to make it enforceable, or if such modification is not practicable to carry out the intention of this Agreement, the invalid or unenforceable provision shall be deemed stricken from this Agreement.

## SIGNATURE PAGES TO FOLLOW

**IN WITNESS WHEREOF**, the Town of Glenville has caused this Agreement to be duly executed by the Town Supervisor, and to be attested to by the Town Clerk, and the Capital Region Veteran's Memorial, Inc. has authorized its President to sign this Agreement the day and year first above written.

#### TOWN OF GLENVILLE

Attest:

By: \_\_\_\_

Christopher A. Koetzle Supervisor

The Supervisor has executed this agreement pursuant to resolution \_\_\_\_\_ adopted by the Town Board of the Town of Glenville at a meeting thereof held on \_\_\_\_\_.

Julie Davenport Town Clerk

Capital Region Veteran's Memorial, Inc.

By: \_\_\_\_\_(Title)

New Business:

Councilman Godlewski: No new business

Councilwoman Gonzalez-Barone: No new business

Councilman Martin: Stated he shares the Supervisors sentiments on the Home Rule issue. State government is the primary offenders and knows this to be true. He shared he's worked in community development for 40 years, ran housing programs, worked on planning board review and feels the State is the primary offender, the primary

contributor to the lack of affordable housing in this state. He stated they've driven industry out with their high taxation. He knows it's a fact as he's seen the Bureau of Labor Statistics of over 500,000 manufacturing jobs have been lost since the 90s in this state. The state just can't keep this up. It's not on the housing cost side, it is on the ability for the resident to pay side. It is unyielding taxation that is driving people from this state and now they want to go in and break the back of local communities and challenge Home Rule. He made comparisons between the New York State budget and the State of Florida budget. The State New York budget is \$227 billion, Florida is 110 billion, for four million more people. The State of Florida is running their state government on literally less than half of what we spend in this state. He stated he works with state agencies all the time and several weeks ago had a zoom meeting about a park project, there were fifteen state employees on the call. They all have their own niche and they're all making \$80,000 to \$90,000 a year with benefits. He stated he got on this Board as a platform to talk about these things and doesn't know when it's going to end and when people are going to finally say enough is enough.

Councilman Ramotar: Looking forward to some warmer weather. With all this exciting disc golf for our open space in the park system. So, I think Glenville is the place to be as it gets warmer.

#### Supervisor Koetzle:

There's a lot of park projects going on, we'll be reporting on those next meeting. I just want to piggyback really quickly on Councilman Martin's comments. I want to make it clear that we're not opposed to affordable housing. We're opposed to coming in and telling the local government, who doesn't have enough money, any of these local governments to maintain the roads. We run our paving program off of chips, the State of New York hasn't increased chips money in 25 years, yet the cost of paving has gone through the roof, so we're doing less, fewer and fewer roads. The Governor actually wants to fast track these so much, she's willing to say that we should waive SEQR for these. She's actually saying that she can waive SEQR, environmental review, for these projects. Now you either are protecting the environment or you're not protecting the environment. But to say that you're just going to allow no SEQR review to go in maybe sensitive areas, wetland areas, flooding can occur. Those are the things we're opposed to. There's no look at, can the community even accept the housing? We don't have the proper roads in place, we don't have sewer and infrastructure in place. Many parts of this town we don't have water in place. Can the school district handle the influx of people. Can the fire department, the police department? It goes on and on and on. All these things are just being ignored by saying I want a house here. What we're opposed to is just an awful approach to a problem they've created and they have no other solutions than blame local government.

Councilman Martin shared he has an affordable housing proposal to form a local task force on affordable housing to deal with it with non-governmental intervention and non-governmental fund. He feels that's where the solution lies and feels it can be done.

Supervisor Koetzle thank the councilman and made a motion to adjourn the meeting.

Motion Councilman Godlewski Second Councilman Martin Meeting Adjourn 7:51 PM

ATTEST:

Julie Davenport Town Clerk