

**PREMIUM SUMMARY**

**Named Insured:           Town of Schodack**

**Proposed Coverage Date:    1/1/2021**

<b>Policy Type</b>	<b>Expiring Carrier Name</b>	<b>Expiring Annualized Premium</b>	<b>Proposed Carrier Name</b>	<b>Proposed Premium</b>
Property	NYMIR	\$16,362.13	NYMIR	\$18,076.73
General Liability	NYMIR	\$33,237.60	NYMIR	\$34,958.00
Crime	NYMIR	\$493.90	NYMIR	\$493.90
Business Auto	NYMIR	\$20,528.20	NYMIR	\$23,305.70
Public Officials	NYMIR	\$21,629.30	NYMIR	\$19,636.10
Law Enforcement	NYMIR	\$27,604.50	NYMIR	\$27,211.80
OCP	NYMIR	\$275.00	NYMIR	\$275.00
Inland Marine	NYMIR	\$10,895.50	NYMIR	\$10,446.70
Umbrella	NYMIR	\$12,361.80	NYMIR	\$13,249.50
<b>SUBTOTAL</b>		<b>\$143,387.93</b>		<b>\$147,653.43</b>

**\*\*Terrorism coverage must be accepted or declined prior to binding of policy.**

**\*\*Higher limits of liability may be available to you. If you would like a quotation for higher limits, please let us know.**

**\*\*Coverages described on the Coverage Options Available page may be available for an additional premium after completing additional applications.**

**Proposal accepted as presented:**

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

\_\_\_\_\_  
**Date**

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

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

\_\_\_\_\_  
**Date**



**Garland/DBS, Inc.**  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



**ROOFING MATERIAL AND SERVICES PROPOSAL**

**Town of Schodack  
Town Hall  
265 Schuurman Rd  
Schodack, NY 12033**

**Date Submitted: 11/18/2020  
Proposal #: 25-NY-200912  
MICPA # PW1925**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

**Scope of Work: Upper Roof Restoration - Liquid Roofing Restoration**

1. Inspect, clean, repair and replace any wet insulation on existing single ply roof in preparation for restoration coating.
2. Apply base coat of liquid restoration coating to entire roof system.
3. Back roll polyester reinforcement into base coat.
4. Allow product to cure and apply top coat of liquid restoration coating.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
15.17	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF A SINGLE-PLY ROOF OR SMOOTH-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	\$ 10.16	7,000	SF	\$ 71,120
<b>Sub Total Prior to Multipliers</b>					<b>\$ 71,120</b>
22.09	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 50 FT, BUT LESS THAN OR EQUAL TO 100 FT Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 5 stories, but are less than or equal to an estimated 10 stories. Additional roof height can require increased safety requirements, larger crane equipment, tie-offs, etc.	28	\$71,120	%	\$ 19,914
22.12	MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE Multiplier is applied when labor production is effected because the roof area is not a box- or rectangular-shaped. Situations considered to be non-standard architecture can include, but are not limited roof areas that contains sharp angles and/or curves, have multiple roof area dividers or expansion joints, long and narrow	15	\$19,914	%	\$ 10,668
22.20	MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	15	\$71,120	%	\$ 10,668
<b>Total After Multipliers</b>					<b>\$ 112,370</b>

**Upper Roof Restoration - Liquid Roofing Restoration:**

**Total Maximum Price of Line Items under the MICPA:**

**\$ 112,370**

**Proposal Price Based Upon Market Experience:**

**\$ 110,077**

**Garland/DBS Price Based Upon Local Market Competition:**

<b>James A Edgar Co., Inc.</b>	<b>\$ 110,077</b>
<b>Skyway Roofing, Inc.</b>	<b>\$ 112,288</b>
<b>Titan Roofing, Inc.</b>	<b>\$ 114,348</b>

**Unforeseen Site Conditions:**

Wood Blocking (Nailer) Replacement (per Linear Foot)	\$ 7.41
Additional Insulation Replacement (per Square Foot)	\$ 3.88
Decking Replacement - Steel (per Square Foot)	\$ 34.20
Decking Replacement - Concrete (per Square Foot)	\$ 14.59

**Scope of Work: Lower Canopy Roof Replacement**

1. Remove existing roof membrane and insulation down to roof deck.
2. Install new tapered insulation system set in low rise adhesive.
3. Install new coverboard set in low rise adhesive.
4. Install new modified base sheet in zero VOC adhesive.
5. Install new KEE membrane in KEE-lock foam.
6. Install new pre-manufactured edge metal.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.12	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Concrete Deck	\$ 1.71	975	SF	\$ 1,667
6.10.01	Roof Deck and Insulation Option: CONCRETE ROOF DECK - COLD PROCESS APPLICATION INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 4.55	975	SF	\$ 4,436
4.27	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	\$ 8.03	975	SF	\$ 7,829
12.02.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 3.64	975	SF	\$ 3,549

12.02.05	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: INTERPLY ADHESIVE OPTION: Add/Deduct for Cold Applied Modified Multi-ply Systems Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	\$ 1.56	975	SF	\$ 1,521
12.15.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Fleece-Back Polymeric Cap Sheet (Top Ply) Adhered in Membrane Adhesive with Heat Weld Seams: POLYMERIC TOP PLY OPTION: ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	\$ 8.80	975	SF	\$ 8,580
20.01.02	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 13.33	200	SF	\$ 2,666
20.01.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	\$ 6.19	200	SF	\$ 1,238
<b>Sub Total Prior to Multipliers</b>					<b>\$ 31,487</b>
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	20	\$31,487	%	\$ 6,297

22.16	MULTIPLIER - ROOF SIZE IS GREATER THAN 500 SF, BUT LESS THAN 1,000 SF Multiplier is applied when Roof Size is greater than 500 SF, but less than 1,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	90	\$31,487	%	\$ 28,338
<b>Total After Multipliers</b>					<b>\$ 66,122</b>

**Lower Canopy Roof Replacement:**

**Total Maximum Price of Line Items under the MICPA:** \$ 66,122

**Proposal Price Based Upon Market Experience:** \$ 58,625

**Garland/DBS Price Based Upon Local Market Competition:**

<b>James A Edgar Co., Inc.</b>	\$ 58,625
<b>Titan Roofing, Inc.</b>	\$ 67,594
<b>Skyway Roofing, Inc.</b>	\$ 74,441

**Unforeseen Site Conditions:**

Wood Blocking (Nailer) Replacement (per Linear Foot)	\$ 7.41
Additional Insulation Replacement (per Square Foot)	\$ 3.88
Decking Replacement - Steel (per Square Foot)	\$ 34.20
Decking Replacement - Concrete (per Square Foot)	\$ 14.59

**Scope of Work: Add Alternate - Generator Roof Replacement**

1. Remove existing roof membrane and insulation down to roof deck.
2. Install new tapered insulation system set in low rise adhesive.
3. Install new coverboard set in low rise adhesive.
4. Install new modified base sheet in zero VOC adhesive.
5. Install new KEE membrane in KEE-lock foam.
6. Install new pre-manufactured edge metal.

**Add Alternate - Generator Roof Replacement:**

**Proposal Price Based Upon Market Experience:** \$ 11,276

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Skyway Roofing, Inc.</b>	\$ 9,877
<b>James A Edgar Co., Inc.</b>	\$ 11,276
<b>Titan Roofing, Inc.</b>	\$ 17,257

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 days from proposal date listed above.

**Clarifications/Exclusions:**

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662



## U.S. COMMUNITIES® GOVERNMENT PURCHASING ALLIANCE



### Purchasing Resources:

#### Piggybacking in New York

***Public agencies may adopt a piggyback contract that was either let to the lowest responsible bidder or based upon the best overall value.***

Now agencies in New York can take advantage of cost savings for products and services and eliminate the costs associated with competitive bids. U.S. Communities can help you reduce time and resources for contract solicitation at no cost with NY cooperative contracts.

With U.S. Communities, you will find more than costs savings - you will find a procurement solution partner. An impartial lead public agency competitively solicits, evaluates and awards all contracts. Our program is designed to provide costs savings with the lowest overall public agency pricing, drive efficiencies and deliver value.

#### Timeline

- August 1, 2012: Governor Cuomo approved [Senate Bill 5525](#) Bill modified the State's procurement code to make piggyback contracts available to local government agencies within New York.
- November 2012: Comptroller's Office requested that certain [clarifications be made to the new law](#) in order to make it clear that contracts awarded based upon best value could be utilized in a piggyback manner.
- November 13, 2013: Governor Cuomo signed [Senate Bill 3766](#) into law.

#### New York State Sponsors



For more information on piggybacking in NY visit:  
[uscommunities.org/resources/piggybacking-in-ny](http://uscommunities.org/resources/piggybacking-in-ny)





Leaders in Helping Work, Save Procurement Resources and Optimize

## **Overview of the Program**

The U.S. Communities Government Purchasing Alliance (U.S. Communities) is a nonprofit government purchasing cooperative founded in 1996 by the National League of Cities, the U.S. Conference of Mayors, the National Association of Counties, the Association of School Business Officials and the National Institute of Governmental Purchasing. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the costs of purchased goods and services by offering managed access to competitively solicited contracts between suppliers and lead public agencies. The U.S. Communities program is non-exclusive and entirely free to participating public agencies. There are currently over 50,000 registered participating public agencies. In 2011, aggregate program sales exceeded \$1.4 billion, with \$200 million in estimated savings to participating public agencies.

## **History in New York**

For over ten years, U.S. Communities has worked to establish legislation in New York that would provide agencies with the ability to access cooperative purchasing contracts and achieve efficiencies in the procurement process. This included drafting legislation, establishing and meeting with bill sponsors, working with local associations (NYSSBA, NYCOM, NYSAC, NY Towns, SAMPO, among others), and providing program data that demonstrates the efficiencies created by cooperative purchasing. This joint effort resulted in New York becoming the 50<sup>th</sup> state to establish cooperative purchasing laws on August 1, 2012. (Senate Bill 5525, passed unanimously).

## **Competitive Solicitation Process**

In order for a New York State municipality to utilize a cooperative purchasing contract, that contract must have been "let by the United States of America or any agency thereof, any state or any other county of political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law..."

## ***Lead Public Agency Model***

U.S. Communities utilizes a "Lead Public Agency" model, meaning all U.S. Communities contracts are competitively solicited through a sealed bid process by a public agency (Lead Public Agency) and made available to all eligible agencies nationwide (participating public agencies). The Lead Public Agency, with the assistance of an evaluation team comprised of purchasing professionals from other public agencies, completes the full solicitation and award process. As a result, all contracts offered through U.S. Communities have been awarded in a fair and competitive manner by government, for government, with no awards influenced in any manner by U.S. Communities. The Lead Public Agency then manages the

contract for the entire term and is available to answer any participating public agency questions or concerns and provide additional documentation if necessary.

Some examples of Lead Public Agencies include Fresno Unified School District, CA, Fairfax County, VA, Harford County Public Schools, MD, County of Los Angeles, CA, and the City of Seattle, WA. All solicitations, master agreements and supplemental documents are available on the U.S. Communities public website.

#### *Advertising*

All contracts offered through the U.S. Communities program are publicly advertised to ensure compliance with state advertising requirements. Methods of advertising may include, but are not limited to, posting on the Lead Public Agency website, the U.S. Communities public website, Onvia Demand Star, BidSync, local association websites or announcements, Canadian MERX Public Tenders and others. Information for all advertising methods for each contract are available on the U.S. Communities public website.

#### *Awards: Lowest Bidder/Best Value*

Similar to New York procurement, all U.S. Communities Lead Public Agencies utilize either a lowest responsible bidder or best value evaluation for competitive solicitations. The common method for a bid is an Invitation to Bid ("ITB"), and contracts are awarded to the lowest responsible bidder. Alternately, a Request for Proposals ("RFP") is often used to ensure an overall best value award of a competitive solicitation, accounting for cost, quality and efficiency. Lead Public Agencies utilize the ITB or RFP process depending on the commodity or service being let.

New York General Municipal Laws § 103 provides both a lowest responsible bidder standard and a "best value" standard for purchase contracts. The "best value" standard was recently passed by the State Legislature in 2011.

#### **Cooperative Standards – U.S. Communities**

U.S. Communities hopes that all potential participating agencies engage in some form of analysis of all cooperative programs. Something that years of experience in cooperative purchasing have proven is that not all cooperative purchasing programs are the same. U.S. Communities firmly believes that there is significant value in cooperative contracts but also recognizes the potential for harm resulting from contracts that were not appropriately advertised, evaluated or awarded. As a result, U.S. Communities does everything possible to assist public agencies with their analysis and utilization of contracts. A few examples that may be beneficial to your members are:

1. All contracts available on the public website – no registration required for access to review
2. National Sponsors available for inquiries/guidance
3. Lead Public Agencies available for all contract inquiries
4. Advisory Board of public procurement professionals nationwide
5. Dedicated Program Managers
6. Dedicated Supplier Managers
7. Third-party audits of all contracts (results accessible to all participating agencies)
8. Quarterly reviews with Lead Public Agency and Supplier

With the assistance of our Advisory Board comprised of public procurement professionals nationwide, the program has also created a "Legal Due Diligence Standards" list and a "Cooperative Procurement Standards Checklist" for agencies to consider before proceeding with purchases via a national contract. Both are attached and will hopefully be helpful for your members when reviewing cooperative contracts.

I hope the included information is helpful with your analysis of U.S. Communities. We appreciate your interest in the program and look forward to achieving the shared goal of savings taxpayer's money.

**Doug Looney**  
**Program Manager**  
**(314) 210-8058**  
**dlooney@uscommunities.org**



October 28, 2020

Town of Schodack  
Town Offices  
265 Schuurman Road  
Castleton, NY 12033

Attn: Mr. David Harris  
CC: Debra Curtis  
Re: 2021 Animal Shelter Agreement with Mohawk Hudson Humane Society

Animal Care Center 3 Oakland Avenue, Menands, NY 12204  
TEL 518.434.8128 FAX 518.434.0217  
Spay/Neuter Clinic 4255 Route 50, Saratoga Springs, NY 12866  
TEL 518.886.9645 FAX 518.886.9646

WEB [mohawkhumane.org](http://mohawkhumane.org)

Mr. David Harris:

Enclosed is the proposed 2021 Animal Sheltering Agreement between the Town of Schodack and the Mohawk Hudson Humane Society. There are several changes to the agreement this year, and we ask that you review the document carefully before returning the signed agreement. I am available to answer any questions about these policy changes.

Our decision to increase fees in 2021 comes after careful analysis of the cost of running the municipal animal sheltering program, comparison to other US cities of similar size, and the recommendations of the International City/County Management Association (ICMA) (updated based on the value of the dollar in 2020). You are presently on a "Per-Pet" plan with the Society. Considering your annual intake, this is the most cost effective plan for your municipality at present. However, should your annual intake increase, be advised that we offer annual flat fee agreements based on population size at a rates of \$3.00-\$5.00 per capita, depending on your municipality's intake trends.

Please review the enclosed contract for the year 2021 and once signed and duly executed, remit to MHHS by no later than 12/21/2020. A duly executed copy signed by a MHHS representative will then be returned to you for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashley Bouck".

Ashley Jeffrey Bouck, CEO

Mohawk Hudson Humane Society  
3 Oakland Avenue  
Menands, NY 12204

[ajbouck@mohawkhumane.org](mailto:ajbouck@mohawkhumane.org)  
518-434-8128 ext. 202

**Surrender of Owned Animal Agreement**

The average cost for an animal's stay at the Mohawk and Hudson River Humane Society ("MHHS") is \$850.00. Please consider making a monetary donation toward your pet's care to help us offset this substantial expense.

**Please check one of the following options:**

\_\_\_\_\_ Please accept my donation of \$\_\_\_\_\_ toward the care of the pet I am surrendering today.

\_\_\_\_\_ I am unable to make a surrender donation today.

I/We hereby surrender ownership of the animal(s) named and described below. I understand that I/we am/are giving MHHS ownership of the animal(s) described below and that MHHS has the right to immediately place the animal(s) in either foster or permanent adoptive homes or euthanize it/them. I understand that I am relinquishing my legal title to the animal(s) named and described below. Any future disposition of the animal(s) named and described below will be at the complete discretion of MHHS and that MHHS will not provide updates on the animal following surrender.

I hereby waive any right of replevin that I may have against MHHS either now or in the future and agree to hold MHHS harmless from any action to recover ownership and/ or title to the below described animal(s) that may be brought by a third-party claiming ownership of the animal(s). I agree to waive any rights that I may have in the below described animal(s) under the New York State Lien Law and any rights of notice that I may have under Article 25-B of the Agriculture and Markets Law as I am voluntarily surrendering and transferring title to the below described animal(s) to MHHS.

I hereby warrant that I have legal ownership and title to the below described animal(s) and am vested with the authority to immediately transfer ownership and title to MHHS and have completed the attached questionnaire to the best of my knowledge.

Description of animal(s): \_\_\_\_\_  
\_\_\_\_\_

Sexes: \_\_\_\_\_ Approximate Age(s): \_\_\_\_\_

To your knowledge, has this animal bitten any person or animal (yes or no)? \_\_\_\_\_

If yes: Date of bite: \_\_\_\_\_

Name of person, or owner of animal, bitten: \_\_\_\_\_

Surrendering Owner's Name: \_\_\_\_\_

Surrendering Owner's Name: \_\_\_\_\_

Surrendering Owner's Signature: \_\_\_\_\_

Surrendering Owner's Signature: \_\_\_\_\_

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

Representative of Mohawk and Hudson Humane Society

# GENERAL CODE

A Member of the ICC Family of Companies



## Enhanced Supplement Services

PREPARED FOR:

**Town of Schodack, New York**  
(Client No.SC1190)

**November 17, 2020**

PREPARED BY:

**TODD METCALFE**  
NY - Codification Account Manager  
[tmetcalfe@generalcode.com](mailto:tmetcalfe@generalcode.com)

# Enhanced Supplement

General Code has reviewed the Town of Schodack's Code and the new legislation submitted for an update. We recommend that an enhanced supplement be completed, including a reprinting of the entire Code as 8 ½-by-11-inch size in new binders, along with the update to incorporate uncodified legislation. This solution will provide a full reprint of the **18 Code books** in service and allow for future growth and expansion of the printed Code for years to come. With this nominal investment, the Code of the Town of Schodack, will have an updated and revitalized format that will include a new index, new binders and a set of new tabs for each copy.

## Scope of Work

- > Supplementation of Code with legislation identified below
- > Reprint Code in 8 ½-by-11-inch page size

## Supplementation

**\$885.00**

We have reviewed Local Law Nos. 1 through 4 – 2020 for an update to the Town Code.

General Code will codify and supplement the legislation listed above, which includes but is not limited to:

- > Analysis of the new legislation and proper placement in the Code
- > Removal of repealed or superseded provisions
- > Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- > Review of statutory citations regarding the new legislation
- > Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- > Insertion of cross reference and editor's notes, as appropriate
- > Update to *eCode360*
- > Shipping and handling

## Reprint Code

**\$1,900.00**

- > Reformat content, including tabular material, to 8 ½ x 11 page size
- > Removal of point pages
- > Inclusion of new republication dateline
- > Duplication
- > Set of customizable tabs
- > Reprint 18 Code volumes in 8 ½ x 11 custom-imprinted post binders

**Payment Schedule:**

100% will be invoiced upon posting of eCode360 and delivery of Code books

**Performance Schedule:**

Delivery of eCode360 and printed Code: within 8 – 10 weeks after authorization and receipt of materials

**Project Investment**

Please select the project options you would like to authorize and write the total price below

\_\_\_ Proceed with Supplementation and Reprint Code

**TOTAL PRICE**

\$ \_\_\_\_\_

**Authorization**

To authorize the work, sign this Authorization and fax (585.328.8189) or email ([ezsupp@generalcode.com](mailto:ezsupp@generalcode.com)) it back to us.

I authorize General Code to proceed with the Enhanced Supplement as outlined above. This order is subject to General Code's Codification Terms and Conditions, which are available at [www.generalcode.com/TCdocs](http://www.generalcode.com/TCdocs).

Town of Schodack, Rensselaer County, New York

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



**Municipal Animal Sheltering Agreement**

**between**

**Mohawk and Hudson River Humane Society and the Town of Schodack**

**THIS AGREEMENT**, (hereinafter, "AGREEMENT") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and effective January 1, 2021 to December 31, 2021 between the Town of Schodack, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "Municipality" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic not-for-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "Society".

**WITNESSETH**

WHEREAS, the Municipality has the obligation to maintain a municipal animal shelter and to seize dogs pursuant to New York State Agriculture and Markets Law, hereinafter "Law", Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture & Markets and contained at 1 NYCRR Part 77, and the Municipality desires to obtain the services of the Society to perform such services as required by Article 7 of the Law for the Redemption Periods specified therein, and as otherwise set forth in this Agreement; and

WHEREAS, the Society maintains a shelter for dogs, cats and other animals (individually, an "Animal" or collectively, "Animals") and is desirous of entering into this Agreement to shelter and provide services to Animals brought to it from residents, Animal Control and/or Dog Control Officers , and /or police officers of the Municipality (hereinafter "Officers").

**NOW THEREFORE, IT IS AGREED** between the parties hereto as follows:

I. **INTAKE**

The Society will operate an animal shelter as required in the Law and will make itself accessible daily to the Municipality for the acceptance of dogs and cats brought to the Society by officers and residents of the Municipality, under the terms of this agreement. The Municipality must secure authorization from Society management prior to bringing any animal other than a dog(s) or a cat(s) (hereinafter "Other Animals") to the Society. The Municipality acknowledges that previous approval for a particular type of Other Animal does not imply ongoing approval, and the decision to house an animal other than a dog(s) or a cat(s) will be made on a case-by-case basis by Society management.

Society staff will aid in the entry process for animals delivered to the Society pursuant to this Agreement during business hours only. Officers of the Municipality will be given twenty-four (24) hour access, to a designated portion of Society's premises for the limited purpose of bringing animals to the Society's overnight kennels.

The Municipality acknowledges that it has examined the premises to be utilized for shelter services, or has caused same to be examined, and that it was, in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of the Society.

a. ILL AND/OR INJURED ANIMALS

The Municipality agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the Municipality's expense before being brought to the Society for sheltering. Other than prophylactic care, if veterinary care is required during the Redemption Period or during any court mandated holding period or a differing holding period of any length of time which may be required or imposed by a Court or by the Municipality due to pending legal proceedings involving the animals so sheltered, the Society will bill the Municipality for the cost of the service. The Municipality shall be responsible for all associated medical costs and, if deemed necessary, transportation and special handling of dangerous dogs to an outside veterinarian for treatment during any period of holding or sheltering. The Society's professional staff have sole discretion in determining the need for veterinary care and which dog(s) are considered dangerous under this provision requiring transport and/ or special handling by the Municipality.

b. STRAY AND "AT LARGE" ANIMALS

The Society will provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Municipal laws or ordinances, as well as stray or at large dogs and cats brought to the Society by Officers and residents of the Municipality. The Society will properly care for all dogs and cats in its care, and will make available for adoption, transfer, or will humanely euthanize seized dogs and cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs with no identified owner. The redemption period for cats with no identified owner is three (3) days and five (5) days if it is an identified cat (those bearing a tag, collar, or microchip identifying the owner). The time periods referenced herein are collectively referred to herein as the "Redemption Period". The Municipality agrees that it will inform any identified owner pursuant to the Law and will notify

the Society of the method of notification and the date which notification was given or served pursuant to the Law.

Each calendar day of the stray hold will be billed to the Municipality according to the fee schedule in section IV below.

c. OWNER SURRENDERED ANIMALS

The Society will accept animals that have been surrendered by their owner through Officers of the Municipality. The Society requires that any animal surrendered to the Society by a member of the public or by the Municipality shall have executed a copy of the Society's Animal Surrender Agreement, a copy of which is annexed hereto as Exhibit "A". The Society will assess the animal's behavior upon intake and has sole discretion in determining whether the animal is suitable for adoption. If, in the Society's opinion, the animal is not suitable for adoption due to behavioral or biological health, the animal will be humanely euthanized and the Society will bear the cost of such euthanasia.

The Municipality will incur a one-time surrender fee for owner surrendered pets, as outlined in the fee schedule in section IV below.

d. COURT ORDERED HOLDS ON DANGEROUS DOGS

The Society will provide and maintain shelter for any dog alleged to be or deemed dangerous by a Municipal justice or other Court of appropriate jurisdiction and taken into custody by an agent of the Municipality under a valid Court Order, any provision of Article 7 of the Agriculture and Markets Laws, Section 123 or any equivalent local Municipal ordinance. The Society shall properly care for such dog(s), including but not limited to the services described in I(a) herein, until the dog is removed from Society's premises by an agent of the Municipality, its owner pursuant to Court Order, or otherwise disposed of by the Court having jurisdiction over the matter.

Any Court Order regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Society for its records within twenty-four (24) hours of such order. The Municipality acknowledges and agrees that without a Court Order, the Society does not have the legal right to hold an animal against an owner's wishes; if an owner wishes to redeem said animal during the Redemption Period, the Society must comply with the owner's request to redeem under the Law. No animal ordered held will be euthanized without a duly executed Court Order for euthanasia and until any time for an appeal of such order has run, or without written consent of the owner.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

e. RABIES CONFINEMENT

The Society will also provide and maintain shelter for any dog or cat suspected of rabies when ordered to do so by any health officer of the Municipality or Health Officer for the County in which the Municipality is located for such a period as directed by said Health Officer, but in no event shall the Society keep such animal(s) in its custody any more than ten (10) calendar days as provided by the New York State Public Health Law (the "Hold Period"). At the end of the Hold Period the dog or cat is eligible to be reclaimed by its owner. Should the owner not reclaim the dog or cat at the conclusion of the Hold Period, it shall be the obligation of the Municipality to comply with the requirements of the Law regarding redemption notification as set forth in I(b) above, and the Society shall hold such animal for the applicable redemption period.

Each calendar day of the rabies confinement and subsequent redemption period will be billed to the Municipality according to the fee schedule in section IV below.

f. DECEASED STRAY ANIMALS

The Society will accept deceased stray animals with no known owner from the Municipality and hold them for five (5) days. At the expiration of the holding period, the Society will send the deceased animal for group cremation.

The Municipality will be billed for each deceased stray animal according to the fee schedule in section IV below.

g. ANIMAL CRUELTY SHELTERING

The Society shall not be required to shelter any cat, dog, or other animal which was seized by the Municipality due to allegations of abuse or neglect. In order for Society to consider accepting such animal(s) into its shelter, the Society requires that the Municipality provide a complete and accurate disclosure to an officer or director of the Society including but not limited to: full and accurate conditions in which the animal was found; the reactions/ actions of the animal during its seizure; the bite/ attack history of the animal, if known; prior reports regarding the animal; and prior dangerous dog determinations regarding the animal. Society will have the sole discretion in determining whether to accept such alleged neglected and/or abused animal(s) into its shelter.

In any and all such cases where the Society agrees to shelter, feed and water the seized allegedly abused or neglected animal(s), the Municipality shall reimburse the Society on a monthly, per animal basis commencing with the first day of confinement until the animal is returned to its owner(s) by operation of law, surrendered to the shelter by the owner or otherwise disposed of pursuant to a duly executed Court Order. With respect to applicable Court Orders, or other legal proceedings pertaining to the seizure of alleged neglected and/or abused animals,

the Society shall have access to any and all Court Orders and charging instruments, supporting depositions and other papers which authorize the seizure and provide information about the animal(s) seized. This information must be received prior to any subsequent agreement by the Society to shelter and maintain the animal(s). The Society shall keep any such Court documents, orders and other written materials regarding the animal confidential and shall not post such animals for adoption on social media or otherwise until the animal(s) are surrendered to the Society by the owner, operation of law or Court Order.

Unless a prior written agreement is made concerning any applicable security bond posting, the Municipality shall have the responsibility and shall bear the expense to seek a security bond posting pursuant to §373 of the Law. The Municipality shall advise Society as to the status of the security bond posting during the pendency of such a proceeding and shall advise Society when a judicial determination is made with regards to such bond and shall promptly provide Society a copy of such Court Order. Society agrees to cooperate with the Municipality in the submission of required documentation, affidavits and, if necessary supporting testimony should the same be required as part of the bond application.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

h. TEMPORARILY DISPLACED ANIMALS

The Society shall not be required to shelter any animal seized by the Municipality or otherwise delivered to the Society by a resident of the Municipality due to temporary displacement of such animal's owner(s) due to a fire at owner's dwelling, hospitalization of owner, incarceration of owner, displacement of owner or removal of an animal from a dwelling due to code violations or any other temporary condition. Society will accept an animal from the resident of the Municipality only upon a duly executed Animal Surrender Agreement, the form of which is annexed hereto as Exhibit "A".

I. DISPOSITION

a. REDEMPTION BY OWNER

- i. The Society will permit redemption of seized, stray or at large dogs to the lawful owners, as evidenced by a current, valid Municipal license, directly from the Society's location in Menands, New York, during the redemption period required by Law. The Municipality shall provide the owner with proof of compliance of licensure and payment of all relevant fees, and the owner of the animal shall present said proof to the Society.

All impoundment fees imposed by the Municipality will be paid to, and licenses shall be issued by, the Municipality directly to the dog's owner(s)

at the Municipal clerk's office. All impoundment, redemption, and license fees for the hold period mandated by Law shall be paid directly to and shall remain the funds of the Municipality. The Society shall not accept any such impoundment, redemption, and license fees from Municipal residents.

The Municipality shall not imply verbally or state in writing that the fees they choose to charge are set by the Society, or are Society mandated boarding fees. At all times any fees for impoundment, redemption, and licensure are the set by, collected by, and property of the Municipality, pursuant to Law and this Agreement.

- ii. The Society will permit redemption of stray cats to the lawful owners, as evidenced by veterinary records or microchip information, directly from the Society's location in Menands, New York, during posted operating hours.
- iii. The Society will permit redemption of animals released to their owners pursuant to a duly executed and delivered Order of the Court, as provided by an agent or officer of the Municipality to the Society during the Society's normal operating hours.

b. DISPOSITION BY ADOPTION OR EUTHANASIA

- i. The Society will take ownership of seized animals at the conclusion of the Redemption Period, upon execution of a Animal Surrender Agreement by such animal's owner(s) or by operation of law, and will have sole discretion in determining whether such animals are to be placed for adoption through the Society, transferred to another facility for adoption, or humanely euthanized.
- ii. The Society expressly reserves the right to refuse to perform any euthanasia on any animal for any reason, in the Society's sole discretion.
- iii. The Municipality is responsible for carrying out any and all Court Ordered euthanasia of any animal, and retains the right to bring the animal to a private veterinarian of their choosing for euthanasia services should the Society refuse to perform the euthanasia pursuant to this Agreement.
- iv. All associated costs for Court Ordered euthanasia services shall be the responsibility of the Municipality whether or not performed by Society.

**II. RECORD KEEPING**

- a. Upon delivery of animals to the Society, the Municipality will complete any and all intake forms required by Law, as well as those provided by the Society at the time the animals are brought to the Society for each animal. Information which may be required to be provided to Society includes but is not limited to: reason

for seizure, Redemption Period or Holding Period required by Law, and the time, date, and method of Municipal notification to owner as required by the Law.

- b. The Society will file and maintain a complete record of any seizure and subsequent disposition of any dog or cat in the manner described by the Commissioner of Agriculture & Markets, 1 NYCRR Part 78 as well as any record required by local statute or ordinance.
- c. The Society's records relative to the dispositions of any dogs seized by the Municipality shall be available for inspection by the Municipality at the regular times at which the Society's offices are normally open to the public. In addition, representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by the Law.

### **III. FEES FOR SERVICES**

- a. Fees are accrued on a calendar day basis and are not pro-rated for partial days. Fees are accrued beginning on the first day of confinement and continue to accrue until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order.

The Municipality is responsible for providing the Society with any duly executed Court Order ending a Court Ordered hold, and will continue to accrue fees until such Court Order is provided to the Society by an agent or officer of the Municipality.

- b. The Municipality agrees to pay the Society for sheltering and other services rendered under this agreement. The following are the fees that will be charged to the Municipality:
  - i. Dogs, excluding Animal Cruelty Sheltering: \$100.00 per dog the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
  - ii. Cats or other approved animals, excluding Animal Cruelty Sheltering: \$75.00 per cat or other approved animal the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the

second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. This fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.

iii. Animal Cruelty Sheltering:

1. Dogs: \$250 per dog for the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
  2. Cats or other approved animals: \$150 per cat or other approved animal for the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
- iv. Owner Surrendered Animals: \$100.00 per dog, and \$75.00 per cat or other approved animal, surrendered to the Society via a duly executed Animal Surrender Agreement by such animal's owner(s) to the Municipality. This fee includes prophylactic care and all disposition costs, be they associated with adoption readiness, transfer, or humane euthanasia performed by the Society.
- v. Group Cremation/Dead on Arrival: \$35.00 per animal. If the animal is part of an animal cruelty investigation and a necropsy is required by Federal, State or Local Law Enforcement, Court Order or District Attorney's Office (collectively "Law Enforcement"), the cost of the necropsy and any



other requested testing shall be billed separately and shall be the responsibility of the Municipality or the Law Enforcement agency requesting such necropsy or testing.

- vi. Humane Euthanasia Services: \$110.00 per animal for humane euthanasia services performed by the Society and such fee includes disposition of the remains by group cremation.
  - vii. Large Animals: In the case of animals which are physically larger than dogs and cats, additional fees will apply and the acceptance and disposition of such animals shall be pursuant to a separate agreement with the Municipality.
  - viii. Other Animals without Prior Authorization: If the Municipality does not obtain prior authorization from the Society to house an animal other than a dog or cat, the Society will bill the Municipality \$100 per pet, per day, commencing on the first day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The Municipality will be billed separately for any specialized housing or veterinary services the Society deems necessary to humanely care for the unauthorized animal.
- c. All fees for services and sheltering rendered under this Agreement shall be paid to Society on a Net 30 basis. Society shall invoice the Municipality on a monthly basis. In the event invoices are not paid on time and in full, the Society will assess a late payment charge equivalent to ten percent (10%) of the then unpaid balance, or the maximum amount permitted by law, whichever is less. Late fees will be assessed every 30 days until the invoice and late fees have been paid in full by the Municipality.
  - d. Failure of the Municipality to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the Municipality's violation of Article 7 of the Agriculture and Markets Law.

#### **IV. MISCELLANEOUS PROVISIONS**

##### **a. NOTICE**

Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Society, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to The Mohawk and Hudson Humane Society, Inc., 3 Oakwood Avenue, Menands, New York 12204 with a copy to its counsel at: Schopf Law, PLLC, 28 Corporate Drive, Suite 103, Clifton Park, New York 12065 and by email to [jgs@schopfllaw.com](mailto:jgs@schopfllaw.com); and if to the Municipality, via hand

delivery to the Office of the Municipality's Clerk, or via certified mail, return receipt requested, to the Municipality's Clerk at the publicly posted mailing address for the Municipality with a copy to the Municipality's Attorney by First Class mail and email, if available. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

b. EFFECTIVE DATE

This Agreement shall become effective on January 1, 2021 and shall continue in effect until December 31, 2021. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. Notwithstanding the prior terms hereof, the Society by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the Municipality adopts any local law or ordinance or an elected official, Officer, agent, employee or Court of such Municipality issues any directive which requires the Society to perform any act inconsistent with its humane principles.

c. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction in Albany County, New York.

d. SEVERABILITY

If any part or parts of this Agreement shall be held to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

e. INDEMNIFICATION

- i. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold Society, its officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Municipality, its officers, agents or employees.
- ii. To the fullest extent permitted by law, Society shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss,

expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Society, its officers, agents or employees.

f. OTHER AGREEMENTS PERMITTED

The Municipality acknowledges and agrees that in addition to the animal welfare programs that Society performs in fulfillment of its charitable mission, the Society performs sheltering and other animal care services for other Municipal Corporations pursuant to agreements with other such Municipal Corporations. Nothing in this Agreement shall be construed to grant any right of exclusivity to the Municipality in terms of shelter services or animal care and shall not act as a prohibition or restriction upon Society from entering into sheltering agreements with other Municipal Corporations.

g. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in a writing executed by both parties.

**IN WITNESS WHEREOF**, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal Official Print Name and Title

\_\_\_\_\_  
Ashley Jeffrey Bouck  
Chief Executive Officer  
Mohawk & Hudson River Humane Society

\_\_\_\_\_  
Date

## **Internet / Electronic Messaging Requirements**

**Eligibility** – Internet / electronic messaging service may be provided to employees who can demonstrate a work-related reason to have access. Electronic messages (e- messages) include but are not limited to e-mails, text messages, blogs, instant messages and social networking sites. Approval must be given by the employee's Department Head or supervisor.

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

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

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

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

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

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

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

### **Use of Social Media**

The use of public social media sites to promote Town activities requires written preapproval of the Supervisor. Approval is at the discretion of the Supervisor and may be granted upon demonstration of a business need and review and approval of service agreement terms by Town's counsel, if appropriate. Final approval by the Supervisor will define the scope of the approved activity, including, but not limited to, identifying approved users.

Unless specifically authorized by the Town, the use of Town email addresses on public social media sites is prohibited. In those instances in which users access social media sites on their own time utilizing personal resources, they must remain sensitive to expectations that they will conduct themselves in a responsible, professional, and secure manner with regard to references to the Town and Town staff. These expectations are outlined below.

**Use of Social Media within the Scope of Official Duties** - The Supervisor, or designee, must review and approve the content of any posting of public information, such as blog comments, tweets, video files, or streams, to social media sites on behalf of the Town. However, Supervisor approval is not required for postings to public forums for technical support, if participation in such forums is within the scope of the user's official duties, has

been previously approved by his or her supervisor, and does not include the posting of any sensitive information, including specifics of the Town's information technology infrastructure. Blanket approvals may be granted, as appropriate. Accounts used to manage the Town's social media presence are privileged accounts and must be treated as such. These accounts are for official use only and must not be used for personal use. Passwords of privileged accounts must follow Town information security standards, be unique on each site, and must not be the same as passwords used to access other Town information technology resources. Information posted online on behalf of the Town may be subject to the record retention/disposition provisions of the Arts and Cultural Affairs Law and may be subject to Freedom of Information Law (FOIL) requests.

**Guidelines for Personal Use of Social Media** - Staff should be sensitive to the fact that information posted on social media sites clearly reflects on the individual and may also reflect on the individual's professional life. Consequently, staff should use discretion when posting information on these sites and be conscious of the potential perceptions of and responses to the information. It is important to remember that once information is posted on a social media site, it can be captured and used in ways not originally intended. It is nearly impossible to retract, as it often lives on in copies, archives, backups, and memory cache.

Users should respect the privacy of Town staff and not post any identifying information of any Town staff without permission (including, but not limited to, names, addresses, photos, videos, email addresses, and phone numbers). When you choose to post comments on social media sites, you are legally responsible for those comments.

If a personal email, posting, or other electronic message could be construed to be an official communication, a disclaimer is strongly recommended. A disclaimer might be: "The views and opinions expressed are those of the author and do not necessarily reflect those of the Town of Schodack."

Users should not use their personal social media accounts for Town official business, unless specifically authorized by the Town. Users are strongly discouraged from using the same passwords in their personal use of social media sites as those used for work, in order to prevent unauthorized access to Town resources in the event that the password is compromised.

### **Working from Home**

All remote connections to the Town's network must be encrypted. Consistent with the Town's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary town information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

## **512 Personal Appearance**

**Policy Statement** – It is the policy of the Town that each employee's dress, grooming and personal hygiene should be appropriate to the work situation.

**Standards** – An employee must maintain a personal appearance in a manner that reflects a good image to the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Department Heads will determine and enforce what is appropriate in each department.

**Reasonable Accommodation of Religious Beliefs** – The Town recognizes the importance of individually held religious beliefs to persons within its workforce. As such, the Town will reasonably accommodate an employee's religious beliefs in terms of workplace attire and personal appearance unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should speak with their supervisor.

**Safety Clothing and Equipment** – An employee may be required to wear safety clothing and equipment as directed by the Department Head. If such is the case, the employee must comply with all safety requirements.

**Uniforms** – An employee may be required to wear a uniform as directed by the Department Head and/or as provided in a collective bargaining agreement. If such is the case, the employee must comply with all requirements.

## **513 Identification Cards**



# The Town of East Greenbush

## PLANNING AND ZONING DEPARTMENT

225 Columbia Turnpike, Rensselaer, New York 12144

Phone: 518.694.4011

Fax: 518.477.2386

**Date: November 30, 2020**

**TO: Involved and Interested Agencies**

**RE:** Request for Concurrence for Town of East Greenbush Town Board to Assume Lead Agency under the State Environmental Quality Review Act (SEQRA) in connection with a Coordinated Review of a type 1 action:

**B-2 Zoning in the Town of East Greenbush  
Text Amendment to allow Civic; religious facility uses**

At its meeting of November 18, 2020, the Town of East Greenbush Town Board passed resolution 234 of 2020, classifying the proposed action as a type 1 action under SEQRA.

Please let the Town Board know as soon as possible what your decision is by writing to the following address. Objections to the designation of the Town Board as Lead Agency must be received in writing within 30 days of the date of this notice.

**East Greenbush Town Board  
225 Columbia Turnpike  
Rensselaer, NY 12144**

Please indicate at the same time whether your agency is interested in participating in a scoping session if the Town Board issues a Positive Declaration and, if so, who should be contacted.

Attached are copies of the following documents:

- Local Law Zoning Change;
- Existing Zoning Map;
- Part 1 of the Full Environmental Assessment Form; and
- Town Board Resolution.

Please click the link below to access the information:

<https://drive.google.com/drive/folders/1-pL71kw6F4mksMnOiSd4KTmSLaHWnW17?usp=sharing>

If you have any questions, please contact me at 518-694-4011.



**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: B-2 Zoning Text Amendment to allow Civic; religious facility uses		
Project Location (describe, and attach a general location map): B-2 zone in the Town of East Greenbush (see attached zoning map)		
Brief Description of Proposed Action (include purpose or need): The Town Board has brought forward and is considering an amendment to the existing B-2 Zoning and the Town's Comprehensive Zoning Law (CZL) to include Civic; religious facility uses as permitted uses in the B-2 zone. Civic; religious facility uses are not currently a permitted use in the B-2 zone. The proposed amendment would modify the B-2 zone Permitted Uses Section 2.7.3.B and other relevant portions of the CZL. The proposed action would modify the zoning for the B-2 zone Town wide, or approximately 110 acres of land in total.		
Name of Applicant/Sponsor: Town of East Greenbush Town Board		Telephone: 518-477-4005
		E-Mail: info@eastgreenbush.org
Address: 225 Columbia Turnpike		
City/PO: Rensselaer	State: NY	Zip Code: 12144
Project Contact (if not same as sponsor; give name and title/role): Adam Yagelski, Director of Planning and Zoning		Telephone: 518-694-4011
		E-Mail: ayagelski@eastgreenbush.org
Address: 225 Columbia Turnpike		
City/PO: Rensselaer	State: NY	Zip Code: 12144
Property Owner (if not same as sponsor): multiple owners of B-2-zoned properties		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

<b>B. Government Approvals, Funding, or Sponsorship.</b> ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Adoption of a local law amending the Comprehensive Zoning Law	11/18/2020
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	239-m referral	11/18/2020
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

B-2 General Business District

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No

If Yes,

i. What is the proposed new zoning for the site? Addition of civic; religious facility as a permitted use to the B-2 zone

**C.4. Existing community services.**

a. In what school district is the project site located? East Greenbush Central School District

b. What police or other public protection forces serve the project site?

EGPD

c. Which fire protection and emergency medical services serve the project site?

CHFD, EGFD, Bruen Rescue

d. What parks serve the project site?

There are no parks adjoining B-2-zoned properties.

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres

b. Total acreage to be physically disturbed? \_\_\_\_\_ acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

• Total number of phases anticipated \_\_\_\_\_

• Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year

• Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____	
• Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
ix. Summarize site reclamation goals and plan: _____	
_____	
_____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	
_____	
_____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
  
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
  
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• Do existing sewer lines serve the project site?  Yes  No  
 • Will a line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

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l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

---

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities: \_\_\_\_\_  
 \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Land uses and coverytypes on the project site.

Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
 i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
 If Yes,  
 i. Identify Facilities: \_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection: \_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
 If Yes:  
 i. Has the facility been formally closed?  Yes  No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
 If yes, provide DEC ID number(s): \_\_\_\_\_  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site: \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_

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h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

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i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

m. Identify the predominant wildlife species that occupy or use the project site: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No  
 If Yes:  
 i. Describe the habitat/community (composition, function, and basis for designation): \_\_\_\_\_  
 ii. Source(s) of description or evaluation: \_\_\_\_\_  
 iii. Extent of community/habitat:  
 • Currently: \_\_\_\_\_ acres  
 • Following completion of project as proposed: \_\_\_\_\_ acres  
 • Gain or loss (indicate + or -): \_\_\_\_\_ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No  
 If Yes:  
 i. Species and listing (endangered or threatened): \_\_\_\_\_  
 \_\_\_\_\_

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No  
 If Yes:  
 i. Species and listing: \_\_\_\_\_  
 \_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No  
 If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_  
 \_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No  
 If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No  
 i. If Yes: acreage(s) on project site? \_\_\_\_\_  
 ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No  
 If Yes:  
 i. Nature of the natural landmark:  Biological Community  Geological Feature  
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_  
 \_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No  
 If Yes:  
 i. CEA name: \_\_\_\_\_  
 ii. Basis for designation: \_\_\_\_\_  
 iii. Designating agency and date: \_\_\_\_\_

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  Yes  No

If Yes:

i. Nature of historic/archaeological resource:  Archaeological Site  Historic Building or District

ii. Name: \_\_\_\_\_

iii. Brief description of attributes on which listing is based: \_\_\_\_\_

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f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?  Yes  No

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g. Have additional archaeological or historic site(s) or resources been identified on the project site?  Yes  No

If Yes:

i. Describe possible resource(s): \_\_\_\_\_

ii. Basis for identification: \_\_\_\_\_

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h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  Yes  No

If Yes:

i. Identify resource: \_\_\_\_\_

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): \_\_\_\_\_

iii. Distance between project and resource: \_\_\_\_\_ miles.

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i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?  Yes  No

If Yes:

i. Identify the name of the river and its designation: \_\_\_\_\_

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?  Yes  No

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of East Greenbush Date 11-30-2020

Signature  Title Director of Planning and Zoning

TOWN OF EAST GREENBUSH

PROPOSED LOCAL LAW NO. \_\_\_\_\_ OF THE YEAR 2020

A LOCAL LAW AMENDING SECTION 2.7.3(B) OF THE COMPREHENSIVE ZONING LAW, TO PROVIDE THAT RELIGIOUS FACILITIES WILL BE A PERMITTED USE WITHIN THE COMMERCIAL BUSINESS DISTRICT (B-2).

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF EAST GREENBUSH AS FOLLOWS:

**Section 1.**

Section 2.7.3(B) of the Comprehensive Zoning Law of the Town of East Greenbush is amended by adding the following to the permitted uses set forth therein:  
Civic; Religious facility.

**Section 2.**

Table II–A - Use Schedule, setting forth the permitted uses in each category is amended to reflect that “civic, religious facility” is a permitted use within the B-2 zone.

**Section 3.**

This local law shall take effect immediately.

**TOWN OF EAST GREENBUSH  
RESOLUTION 234-2020**

**A Resolution Setting a Public Hearing Date for a Proposed Local Law Amending Section 2.7.3(B) of the Comprehensive Zoning Law to Provide that a Religious Facility Will Be a Permitted Use Within the Commercial Business District (B-2)**

**WHEREAS**, the Town Board of the Town of East Greenbush has learned of a proposed project to locate a church within a General Business District (B-2), near Onderdonk Avenue; and

**WHEREAS**, a review of Section 2.7.3(B) of the Zoning Law shows that a church is not a permitted use within the B-2 Zone in which the property for the project is located; and

**WHEREAS**, the Town has determined that such a restriction may be inconsistent with existing federal law, relating to local land use restrictions only and religious uses of property; and

**WHEREAS**, the Town Comptroller confirms this resolution has no material financial impact on the Town's finances;

now, therefore, be it

**RESOLVED**, that the Town Board shall hold a public hearing on a proposed local law to amend Section 2.7.3(B) of the Zoning Law, to add "civic, religious facility" as a permitted use in the General Business District (B-2), at 6:00 p.m. on December 9, 2020, at the East Greenbush Town Hall located at 225 Columbia Turnpike, Rensselaer, New York;

and be it further

**RESOLVED**, that the proposed local law shall be referred to the Planning Board and to the appropriate officials of Rensselaer County, for their response and reaction;

and be it further

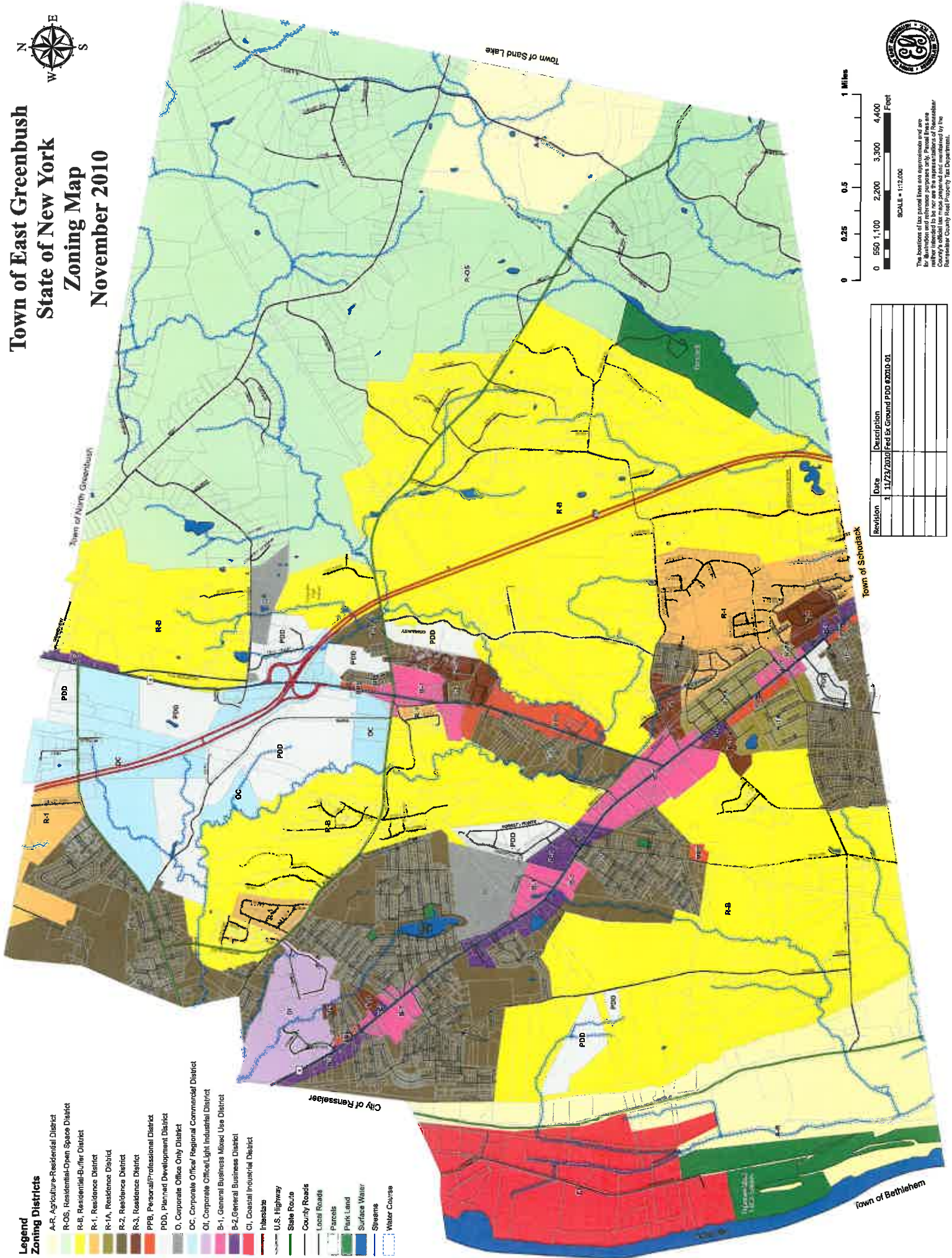
**RESOLVED**, that any action taken on this local law will be classified as a Type 1 action under SEQRA.

The foregoing resolution was duly moved by Councilor Fritz and seconded by Councilor Kennedy and brought to a vote resulting as follows:

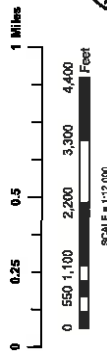
Councilor B. Fritz	VOTED: YES
Councilor H. Kennedy	VOTED: YES
Supervisor J. Conway	VOTED: YES
Councilor T. Tierney	VOTED: YES
Councilor R. Matters	VOTED: YES

Dated: November 18, 2020

# Town of East Greenbush State of New York Zoning Map November 2010



- Legend**  
**Zoning Districts**
- A-R, Agriculture-Residential District
  - R-OS, Residential-Open Space District
  - R-B, Residential-Buffer District
  - R-1, Residence District
  - R-1A, Residence District
  - R-2, Residence District
  - R-3, Residence District
  - PPB, Personal/Professional District
  - PDD, Planned Development District
  - O, Corporate Office Only District
  - OC, Corporate Office/ Regional Commercial District
  - OI, Corporate Office/ Light Industrial District
  - B-1, General Business Mixed Use District
  - B-2, General Business District
  - CI, Coastal Industrial District
  - Interstate
  - U.S. Highway
  - State Route
  - County Roads
  - Local Roads
  - Parcels
  - Park Land
  - Surface Water
  - Streams
  - Water Course



Revision	Date	Description
1	11/23/2010	Fee Ex Ground PDD #2010-03

The location of this parcel from an aerial photograph and any other information shown on this map are for informational purposes only. The County's official tax map, as prepared and maintained by the Rensselaer County Real Property Tax Department.

