



The Town of East Greenbush

225 Columbia Turnpike, Rensselaer, New York 12144

ORGANIZATIONAL MEETING

January 2, 2019

Call to Order

6:00 PM

Pledge of Allegiance

Members of Town Board

Present

Absent

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

OATH OF OFFICE – REPORT BY TOWN CLERK

The Clerk reports that all qualified elected Town Officials for this year have taken their Oath of Office and copies thereof are filed in the East Greenbush Town Clerk’s Office in accordance with Section 25 of the Town Law.

SUPERVISOR

As this is the first meeting of the Town Board for the fiscal year 2019, the Board is required to authorize certain procedures to follow for the proper conduct of Town affairs and appoint persons to Town offices. We will proceed by authorizing the following:

REGULAR TOWN BOARD MEETINGS

Motion by Supervisor J. Conway that the regular monthly meeting of the Town Board throughout the year 2019 will be held at 7:00 PM in Town Hall, 225 Columbia Turnpike in the Town of East Greenbush on the third Wednesday of the month. A Pre-Board Meeting will be held at 6:00 PM on the Wednesday before the regular Town Board Meeting. This resolution is in accordance with Sections 62 and 63 of the Town Law.

Seconded by: Councilor R. Matters

ROLL CALL:

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

HOURS OF TOWN HALL

Motion by Supervisor J. Conway that the Town Hall shall be open Monday through Friday from 8:30 AM to 4:30 PM.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

TRANSFER STATION HOURS

Motion by Councilor T. Tierney that the official Transfer Station hours be established for 2019 as follows:

TUESDAY, WEDNESDAY, & FRIDAY:	<i>8:30 AM – 4:55 PM</i>
THURSDAY:	<i>8:30 AM – 6:55 PM</i>
SATURDAY:	<i>8:00 AM – 4:00 PM</i>
CLOSED – SUNDAY, MONDAY AND ALL TOWN HOLIDAYS.	

Seconded by: Councilor B. Fritz

ROLL CALL:

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

TOWN PARK HOURS

Motion by Councilor H. Kennedy that the official Town Park hours for 2019 be established as follows:

8:00 AM until Dusk: The Town Parks will be staffed on Monday through Friday from Memorial Day to Labor Day. Additional staffing on weekends and school vacations will be arranged as needed.

Seconded by: Councilor R. Matters

ROLL CALL:

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

OFFICIAL NEWSPAPER

Motion by Councilor B. Fritz that The Record be designated as the Official Newspaper of the Town of East Greenbush and that the Times Union will be used when necessary as per Section 64, Subdivision 11 of the Town Law.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

OFFICIAL BANKS

Motion by Councilor T. Tierney that in accordance with Section 64 Subdivision 1 of the Town Law, that the branches of TD Bank, Pioneer Bank, National Union Bank of Kinderhook, M & T Bank, Bank of Greene County and Key Bank can be used when needed.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

MILEAGE FOR TOWN OFFICIALS

Motion by Supervisor J. Conway that non-union Town Officials may be compensated not more than 45 cents per mile for the use of their automobiles when on official Town business as authorized by Section 116 Subdivision 1 of Town Law. Officials may receive mileage reimbursement only if they submit proper documentation as determined by the Supervisor and Town Comptroller.

Seconded by: Councilor R. Matters

ROLL CALL:

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

COMMISSIONER OF PUBLIC WORKS, LIMITATION OF PURCHASES

Motion by Councilor T. Tierney that the Commissioner of Public Works is hereby authorized to purchase equipment, tools and implements for highway purposes in an amount not to exceed \$1,000.00 without prior approval of the Town Board as per Section 142 of the Highway Law providing there is a budget appropriation for that purpose sufficient to cover the cost of said purchase, and also providing that such purchase is done in accordance with the Town's Procurement Policy.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

LIMITATIONS OF PURCHASES

Motion by Councilor B. Fritz that all Department Heads, except for the Commissioner of Public Works, shall be authorized to purchase commodities for departmental purposes in an amount not to exceed \$300.00 without prior approval of the Town Supervisor and Town Comptroller, providing there is a budget appropriation for that purpose sufficient to cover the cost of said purchase, and also providing that such purchase is done in accordance with the Town's Procurement Policy.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

DISHONORED CHECK FEE

Motion by Supervisor J. Conway to approve a \$20 fee for dishonored checks, as authorized by Section 85 of General Municipal Law (Section 5-328 of General Obligations Law sets the maximum fee at \$20). This applies to checks received by all Town Offices, including the Receiver of Taxes, Town Clerk, Transfer Station, Town Services Department, Building Department, Water and Sewer Office and Police Department.

Seconded by: Councilor R. Matters

ROLL CALL:

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

DEPUTY COMMISSIONER OF PUBLIC WORKS

Motion by Supervisor J. Conway that Daniel Fiacco be appointed to the position of Deputy Commissioner of Public Works for a one-year term to expire on December 31, 2019.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

TOWN COMPTROLLER- WAIVER OF RESIDENCY REQUIREMENT

Motion by Supervisor J. Conway that George Phillips be granted a waiver from the Town’s residency requirement for the period of January 1, 2019 – December 31, 2019.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

DIRECTOR OF PLANNING AND ZONING- WAIVER OF RESIDENCY REQUIREMENT

Motion by Supervisor J. Conway that Adam Yagelski be granted a waiver from the Town’s residency requirement for the period of January 1, 2019 – December 31, 2019.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

FULL TIME CLERK TO THE TOWN COMPTROLLER

Motion by Councilor T. Tierney that Mary Hendrick be appointed to the position of Full Time Clerk to the Town Comptroller.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

TOWN SERVICES COORDINATOR

Motion by Councilor H. Kennedy that Jessica Lansing be appointed as Town Services Coordinator.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

HUMAN RESOURCES MANAGER

Motion by Supervisor J. Conway that Lisa A. Borst be appointed as Human Resources Manager.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

SECRETARY FOR PLANNING AND ZONING

Motion by Councilor T. Tierney that Alison Lovely be appointed Secretary for Planning and Zoning.

Seconded by Councilor R. Matters

ROLL CALL:

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

TYPYST TO THE CHIEF OF POLICE

Motion by Supervisor J. Conway that Stephanie Scheibly be appointed as Typist to the Chief of Police.

Seconded by Councilor T. Tierney

ROLL CALL:

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

SECRETARY TO TOWN JUSTICE

Motion by Councilor R. Matters to appoint Stephanie Hicks as Secretary to the Hon. Town Justice George Hoffman.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

SECRETARY TO TOWN JUSTICE

Motion by Councilor H. Kennedy to appoint Eileen Donahue as Secretary to the Hon. Town Justice Kevin Engel.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

SECRETARY TO THE COURT OFFICE

Motion by Councilor B. Fritz to appoint Laura Ingoldsby as Secretary to the Court Office.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

ATTORNEY TO THE TOWN

Motion by Supervisor J. Conway that David Gruenberg, Esq., be appointed Attorney to the Town on an Independent Contractor basis as per retainer letter submitted to the Town.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

DEPUTY ATTORNEY TO THE TOWN

Motion by Councilor H. Kennedy that Craig Crist, Esq., be appointed Deputy Attorney to the Town for all NYS Vehicle and Traffic Law prosecutions and such other and further duties as may be of assistance to the Town, on an Independent Contractor basis per retainer letter submitted to the Town.

Seconded by: Councilor R. Matters

ROLL CALL:

Councilor H. Kennedy	VOTED:
Councilor R. Matters	VOTED:
Supervisor J. Conway	VOTED:

Councilor T. Tierney VOTED:
Councilor B. Fritz VOTED:

ASSISTANT ATTORNEY TO THE TOWN FOR THE ZONING BOARD OF APPEALS

Motion by Councilor H. Kennedy that William Hessney, Esq., be appointed Assistant Attorney to the Town for the Zoning Board of Appeals and such other and further duties as may be of assistance to the Town, on an Independent Contractor basis per retainer letter submitted to the Town.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

ASSISTANT ATTORNEY TO THE TOWN FOR THE PLANNING BOARD

Motion by Councilor T. Tierney that Joseph B. Slater, Esq., be appointed Assistant Attorney to the Town for the Planning Board and such other and further duties as may be of assistance to the Town, on an Independent Contractor basis per retainer letter submitted to the Town.

Seconded by: Councilor B. Fritz

ROLL CALL:

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

ASSISTANT ATTORNEY TO THE TOWN FOR THE BOARD OF ETHICS

Motion by Councilor R. Matters that Joseph B. Slater, Esq., be appointed Assistant Attorney to the Town for the Board of Ethics on an Independent Contractor basis per retainer letter to be submitted to the Town.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

DOG WARDEN

Motion by Councilor R. Matters that Robert A. Guyer, Jr., be appointed Dog Warden.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

REAL PROPERTY APPRAISAL AIDE- PT

Motion by Councilor R. Matters that Patrice Burek be appointed Real Property Appraisal Aide.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

SECRETARY – PUBLIC WORKS- PT

Motion by Councilor T. Tierney that Nancy Hicks be appointed Secretary in the Department of Public Works on a part-time basis.

Seconded by: Councilor B. Fritz

ROLL CALL:

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

ASSESSOR’S OFFICE CLERKS– PT

Motion by Councilor R. Matters that Ellen Schwab and Debra Boyd be appointed Assessor’s Office Clerks on a part-time basis.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

CLERKS-PT

Motion made by Supervisor J. Conway to appoint Linda Natale and Linda Boettner as part-time Clerks.

Seconded by Councilor T. Tierney

ROLL CALL:

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

POLICE MATRON - PT

Motion made by Supervisor J. Conway to appoint Stephanie Scheibly as part-time Police Matron.

Seconded by Councilor T. Tierney

ROLL CALL:

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

RECREATION ASSISTANTS -PT

Motion made by Councilor H. Kennedy to appoint Sara Endres and Ryan Dougherty as part-time Recreation Assistants.

Seconded by Supervisor J. Conway

ROLL CALL:

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

COURT ATTENDANTS

Motion by Councilor R. Matters to appoint Robert Bennett, William Hart and Edward Meyer as Court Attendants.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

BINGO INSPECTORS

Motion by Councilor H. Kennedy to appoint Richard Bender and William Mahan as Bingo Inspectors.

Seconded by: Councilor R. Matters

ROLL CALL:

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

ONE MEMBER OF THE PLANNING BOARD 7-YEAR TERM

Motion by Councilor T. Tierney that Matthew Mastin be appointed to the Planning Board for a seven-year term to expire on 12/31/2025.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

CHAIRPERSON OF THE PLANNING BOARD

Motion by Councilor T. Tierney that Matthew Mastin be appointed Chairperson of the Planning Board.

Seconded by: Councilor R. Matters

ROLL CALL:

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

ONE MEMBER OF THE ZONING BOARD OF APPEALS 5-YEAR TERM

Motion by Councilor T. Tierney that Jeffrey Pangburn be appointed to the Zoning Board of Appeals for a five-year term to expire on 12/31/2023.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

CHAIRPERSON OF THE ZONING BOARD OF APPEALS

Motion by Councilor T. Tierney that Jeffrey Pangburn be appointed Chairperson of the Zoning Board of Appeals.

Seconded by: Councilor B. Fritz

ROLL CALL:

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

ONE MEMBER OF THE BOARD OF ETHICS - 5-YEAR TERM

Motion by Councilor T. Tierney that Jessica Mocerine be appointed to the Board of Ethics for a five-year term to expire on 12/31/2023.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

ONE MEMBER OF THE BOARD OF ASSESSMENT REVIEW

Motion by Councilor R. Matters that William Siegmann be appointed to the Board of Assessment Review for a four-year terms to expire on 12/31/2022.

Seconded by Councilor B. Fritz

ROLL CALL:

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

BOND COUNSEL

Motion made by Councilor R. Matters that the Law Firm of Mazzotta, Sherwood & Vagianelis, P.C., be named as Bond Counsel for the Town of East Greenbush, with additional Bond Counsels being the firms of McNamee, Lochner, Titus & Williams, Esqs., Barclay Damon, LLP, Bond, Schoeneck and King, Esqs., and Lemery Greisler, LLC, for the Town of East Greenbush.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

SPECIAL COUNSEL

Motion made by Councilor H. Kennedy that Hannigan Law Firm PLLC, be named as Special Counsel for purposes of all Ambulance District and Litigation issues and the Law Firm of Girvin & Ferlazzo, PC, be named as Special Counsel for purposes of all Labor Law, Labor Negotiation and Litigation issues. The Vincelette Law Firm is named as Special Counsel for purposes of Tax Certiorari and Litigation issues, and the Law Firm of Whiteman Osterman & Hanna, LLP is named as Special Counsel for purposes of Planning, Zoning and Economic Development, and William F. Ryan for all legal issues relating to the Water and Sewer District in the Town of East Greenbush, with all of the aforementioned attorneys to serve on an Independent Contractor basis as per respective retainer letters submitted to the Town.

Seconded by: Councilor R. Matters

ROLL CALL:

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

SPECIAL ACCOUNTING/AUDIT SERVICES

Motion made by Supervisor J. Conway that the following firms be appointed as Independent Contractors pursuant to retainer agreement to be filed with the Town hereafter for purposes of rendering accounting/audit services to the Town of East Greenbush: UHY, LLC, CPAs and Purinton & Morris CPAs, LLC.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

SPECIAL ASSESSOR/APPRAISAL AND VALUATION SERVICES

Motion made by Councilor R. Matters that Industrial & Utility Valuation Consultants, Inc., Laurence P. Farbstein, President, be appointed as Independent Contractor pursuant to retainer agreement filed with the Town hereafter for purposes of rendering Special Assessor/Appraisal and Valuation services to the Town of East Greenbush.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

TOWN ENGINEERING SERVICES CONSULTANTS

Motion made by Councilor T. Tierney to designate Greenman-Pedersen Inc., Delaware Engineering, D.P.C., Behan Planning and Design, CT Male Associates, D.P.C., Barton & Loguidice, MJ Engineering and Land Surveying, P.C., Creighton Manning, Laberge Group, and H. V. LaBarba & Associates as the Town's engineering services consultants.

Seconded by: Supervisor J. Conway

ROLL CALL:

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

DEPUTY TOWN CLERK

Town Clerk Kimberly Carlock hereby appoints Michelle Eckler as Deputy Town Clerk.

CLERK PT - TAX DEPARTMENT

Receiver of Taxes and Assessments Toni Murphy hereby appoints Kathleen Bennett as Deputy Receiver of Taxes and Assessments.

SUPERVISOR APPOINTMENTS

Supervisor Conway makes the following appointments:

Deputy Supervisor	Christine Tierney
Director of Finance	Meaghan Hart
Secretary to the Supervisor	Lisa O'Brien
Bookkeeper to the Supervisor (Part-time)	Florence Taylor
Town Historian	Roberta Reno

MUNICIPAL LIAISONS

Motion by Supervisor J. Conway that the following liaisons be designated for 2018:

Councilor H. Kennedy:	Town Services; Receiver of Taxes Office; Library.
Councilor R. Matters:	Assessor; Animal Control; Building Department
Councilor T. Tierney:	Planning and Zoning; School District; Public Works;
Councilor B. Fritz:	Board of Ethics; Comptroller; Town Clerk;
Supervisor J. Conway:	Police Department, Court, Dispatch, Ambulance District; Fire Services.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

SALARIES

Motion by Supervisor J. Conway that the salaries/base pay rates for the non-union Town Employees/Officers for 2019 be as detailed on the 2019 Salaries/Compensation Sheet, a copy of which is attached hereto, made a part hereof, and incorporated herein by reference.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

ESTABLISHING 2019 TOWN HOLIDAYS

Motion by Councilor T. Tierney that the Town Board designates the following Holidays for 2019 for non-union employees.

New Year’s Day	Indigenous Peoples/Columbus Day
Dr. Martin Luther King, Jr. Day	Election Day
Presidents’ Day	Veterans Day
Memorial Day	Thanksgiving
Independence Day	Day after Thanksgiving
Labor Day	Christmas

In addition, non-union employees are entitled to one (1) floating holiday per year. In 2019 the floating holiday will be July 5, 2019.

Seconded by: Councilor H. Kennedy

ROLL CALL:

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

APPROVING BLANKET UNDERTAKING PURSUANT TO PUBLIC OFFICERS LAW SEC. 11(2)

Motion by Supervisor J. Conway that, pursuant to past practice, in lieu of any additional undertaking as required by law, the procurement of a blanket undertaking from an authorized corporate surety covering the officers, clerks, and employees of the Town, be, and the same hereby is, approved.

Seconded by: Councilor R. Matters

ROLL CALL:

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

Resolution 001 – 2019 A Resolution Creating Two Peace Officer Positions and Authorizing the Town Supervisor to Execute a Memorandum of Agreement With the East Greenbush Central School District for the Provision of Peace Officers to Serve as School Resource Officers

WHEREAS, the Town and the East Greenbush Central School District (District) have enjoyed a long-standing and successful agreement to jointly share the cost of providing a town police officer to serve as a full-time School Resource Officer; and

WHEREAS, in the interest of public safety the District has now requested that an additional School Resource Officer be made available for full-time assignment to serve the District beginning this Fall; and

WHEREAS, the District has agreed to share a substantial portion of the cost of such additional Officer; and

WHEREAS, the Town has determined that current police officer staffing is not adequate at this time to meet this additional need; and

WHEREAS, the Town Board tabled Resolution 166-2018 which would have approved the establishment of the position of School Resource Officer until a Memorandum of Agreement that laid out the roles, responsibilities and financial obligations of both the Town and the School District could be agreed; and

WHEREAS, that Memorandum of Agreement has now been successfully negotiated; and

WHEREAS, the Town Comptroller confirms that this resolution will have a material impact on the Town's Finances;

now, therefore, be it

RESOLVED, that pursuant to General Municipal Law § 209-v entitled "Employment of retired persons as special patrolmen for publicly owned property", the Town does hereby establish two positions of part-time Peace Officer;

and be it further

RESOLVED, as is specified in said law, that those individuals eligible for said appointment shall be state troopers, deputy sheriffs or police officers who have retired in good standing and meet all other qualifications to serve as a Peace Officer with the East Greenbush Police Department, including approval of the Rensselaer County Civil Service Commission for an appointment in the Unclassified Service;

and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute the Memorandum of Agreement with the School District as appended to this agenda;

and be it further

RESOLVED, that this resolution shall take effect immediately.

The foregoing resolution was duly moved by Councilor Tierney and seconded by Supervisor Conway and brought to a vote resulting as follows:

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

ADJOURNMENT

Motion by Supervisor J. Conway to adjourn.

Seconded by: Councilor T. Tierney

ROLL CALL:

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

**TOWN OF EAST GREENBUSH
2019 SALARY/BASE PAY SHEET**

ELECTED OFFICIALS

Position	Person	Amount
Town Supervisor	John J. Conway	\$70,000
Town Clerk	Kimberly Carlock	\$46,181
Registrar of Vital Statistics	Kimberly Carlock	\$ 7,004
Receiver of Taxes and Assessments	Antonette Murphy	\$57,652
Justice of the Peace	Kevin Engel	\$32,743
Justice of the Peace	George Hoffman	\$32,743
Town Board Member	Christine Tierney	\$10,000
Town Board Member	Hollie Kennedy	\$10,000
Town Board Member	Richard Matters	\$10,000
Town Board Member	Bridget Fritz	\$10,000

APPOINTED FULL-TIME POSITIONS

Position	Person	Amount
Chief of Police	Christopher Lavin	\$93,380
Commissioner of Public Works	Scott Gallerie	\$86,500
Dep Commissioner of Public Works	Dan Fiacco	\$68,513
Comptroller	George Phillips	\$78,000
Director of Planning/Zoning	Adam Yagelski	\$66,500
Town Assessor	Susan McCarthy	\$65,420
Code Enforcement Officer	Kevin Hitchcock	\$53,273
Director of Finance	Meaghan Hart	\$50,000
Typist to Chief	Stephanie Scheibly	\$46,500
Town Services Coordinator	Jessica Lansing	\$43,269
Assistant Building Inspector	Nicholas Petramale	\$41,209
Secretary to the Town Justice	Eileen Donahue (plus \$75 per Session)	\$41,209
Secretary to Planning & Zoning	Alison Lovely (plus \$75 per Session)	\$39,000
Secretary to Supervisor	Lisa O'Brien	\$38,500
Human Resources Manager	Lisa Borst	\$38,000
Clerk to Comptroller	Mary Hendrick	\$37,000
Deputy Town Clerk	Michelle Eckler	\$35,525
Secretary to the Town Justice	Stephanie Hicks (plus \$75 per Session)	\$37,000
Secretary to the Court Office	Laura Ingoldsby	\$33,480

APPOINTED ATTORNEYS - INDEPENDENT CONTRACTORS

Position	Person	Amount
Attorney to the Town	David Gruenberg, Esq.	\$38,000
Deputy Attorney to the Town	Craig Crist, Esq.	\$20,000
Asst. Attorney to the Town - PB	Joseph B. Slater, Esq.	\$16,500
Asst. Attorney to the Town - ZBA	William Hessney, Esq.	\$12,500
Asst. Attorney to the Town – Ethics	Joseph B. Slater, Esq.	\$ 2,500

APPOINTED PART-TIME POSITIONS

Position	Person	Amount
Dog Warden	Robert Guyer	\$13,500
Town Historian	Roberta Reno	\$ 6,000
Planning Board Chairperson	Matthew Mastin	\$ 5,075
ZBA Chairperson	Jeffrey Pangburn	\$ 5,075
Fire Inspector Part-time	Kevin Hitchcock	\$ 2,750
Fire Inspector part-time	Nicholas Petramale	\$ 2,750
Assessment Review Bd. Chair	Cassandra Maloy	\$ 1,500
Deputy Town Supervisor	Christine Tierney	\$ 0
Police Matron part-time	Stephanie Scheibly	\$16.00/hr
Real Property Appraisal Aide.	Patrice Burek	\$16.50/hr*
Bookkeeper to the Supervisor	Florence Taylor	\$16.50/hr*
Deputy Receiver of Taxes	Kathleen Bennett	\$16.75/hr
Clerk PT – Assessor Office	Ellen Schwab	\$16.00/hr
Clerk PT – Assessor Office	Debra Boyd	\$15.50/hr
Clerk PT	Linda Natale	\$16.00/hr
Clerk PT	Linda Boettner	\$15.50/hr
Secretary DPW	Nancy Hicks	\$17.50/hr
Recreation Asst. PT	Sara Endres	\$13.00/hr
Recreation Asst. PT	Ryan Dougherty	\$13.00/hr
Justice Court Attendant	Robert Bennett	\$75.00/Session
Justice Court Attendant	Edward Meyer	\$75.00/Session
Justice Court Attendant	William Hart	\$75.00/Session
Bingo Inspector	Richard Bender	\$50.00/Session
Bingo Inspector	William Mahan	\$50.00/Session

* Not to exceed \$13,500 for the year.

Planning Board Members Term End in Parentheses (\$80.00/Session)

Michael Bottillo (12/31/19), Nancy Kupiec (12/31/20), Matthew Polsinello (12/31/21), James Moore (12/31/22), Ralph Viola (12/31/23), Kurt Bergmann (12/31/2024), Matthew Mastin (12/31/25).

Zoning Board Members Term End in Parentheses (\$75.00/Session)

Robert Seward, III (12/31/19), Daniel Smith (12/31/19), John Conway, Jr. (12/31/20), Matthew Ostiguy (12/31/21), Scot Strevell (12/31/22), Thomas Hickey (12/31/22), Jeffrey Pangburn (12/31/23).

Assessment Review Board Members (Not to exceed \$500.00 each) \$25.00/hr

Robert Jucha (09/30/20), Barbara Cavallo (9/30/21), Carol Orvis (9/30/23), William Siegmann (09/30/23),Cassandra Maloy (09/30/22).

This School Resource Officer (“SRO”) Agreement (this “Agreement”) is made as of _____ 2019 by and between the Town of East Greenbush, with offices located at 225 Columbia Turnpike, Rensselaer, NY 12144 (hereinafter referred to as the “Agency”); and the East Greenbush Central School District, with offices located at 29 Englewood Avenue, East Greenbush, NY 12061 (hereinafter referred to as the “School District”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“GML”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and Agency are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the School District and Agency have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of one or more peace officer(s) employed by the Agency to serve as School Resource Officers (SROs) at the School District pursuant to Section 209-v of the General Municipal Law;

NOW, THEREFORE, the parties hereto agree as follows:

1. General Terms and Conditions.

- a. The Agency and School District enter into this Agreement for the purpose of providing Agency peace officers on site at the School District to serve as SROs. The Agency will assign its peace officers to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- b. The Agency agrees that services rendered under this Agreement will conform to applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, the New York State Worker’s Compensation Law, New York State Civil Service Law, New York-State General Municipal Law, New York State and Federal Human Rights Laws and applicable regulations of the New York State Department of Education.
- c. The SRO peace officers shall be subject to all other personnel policies and practices of the Agency.

2. Purpose.

The School District hereby agrees to secure the services of the Agency and the Agency agrees to provide the service of two (2) peace officers on a rotation basis to share one (1) full time SRO position at a designated site. Staffing will commence the first school day of the academic year of the School District until the final school day of the academic year and shall include additional occasions of off-site in-service peace officer training as described in Attachment #1; Personal Services, Training and Equipment Schedule. Specifically, the Agency agrees to have one (1) SRO on site at the designated School District building(s) from 7:30 a.m. to 3:30 p.m. each day that school is in session during the school year.

3. *Term.*

The term of this Agreement shall commence on the on the date the Agreement is executed by both parties and shall terminate on the final day of the 2019-2020 academic year; except that designated in-service training events which fall outside the academic schedule, will be considered and compensated as part of the term per Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule.

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the Town Board of the Town of East Greenbush.

4. *Compensation and Other Costs.*

a. **SRO Compensation.** The Agency agrees to provide and to pay the SRO's salary and employment benefits in accordance with Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule. This Schedule will be followed for any and all SRO deployments including Training and any extra Event duties. The figures contained in Attachment # 1 are estimates.

b. **Agency Compensation.** The School District agrees to reimburse the Agency for all personal services costs per Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule. The figures contained in Attachment #1 are estimates. The intention of the School District is to pay these costs up to an amount not-to-exceed \$80,000.00 per fiscal year (July 1 – June 30).

c. **Other Costs:** The Agency at its expense, agrees to provide, facilitate and arrange all in-service peace officer training including instruction, tuition, all training supplies and material as specified in Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule. The Agency further agrees at its expense, to provide and maintain ownership of all equipment necessary for the proper deployment of two (2) armed peace officers to carry out the SRO assignment, as described in Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule. The figures contained in Attachment #1 are estimates. The intention of the Agency is to pay these costs up to an amount not-to-exceed \$15,000.00 per fiscal year (January 1 – December 31).

i. **Invoices.** The School District will be invoiced monthly. All payments owed by the School District to the Agency under the terms of this Agreement shall be made within thirty (30) days after the School District's receipt of an invoice from the Agency.

5. *School District Duties.*

In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

a. Confirm that the SRO has received all training required under the terms of this Agreement by obtaining a certificate from the Agency evidencing the training requirement has been satisfied.

b. Train staff annually regarding the appropriate role of an SRO in schools and appropriate conditions under which SRO assistance may be requested.

c. Review data collected by the Agency at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, and court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination law as such data is articulated in the standard New York State Incident Report.

- d. To the extent permitted by law and/or School District policy, provide designated SRO with an office which includes access to a location for files and records that can be properly locked and secured.
- e. Access to other general office equipment such as fax machines, copy machines, etc.
- f. The School District acknowledges that the SRO may be required to attend, at the direction of the Agency, emergencies, special needs and training functions as deemed necessary by the Agency. In the event of certain emergency situations, the Agency reserves the right to reassign the SRO to deal with the emergency.
- g. The SRO shall be granted all legally required breaks.

6. *Agency Duties.*

a. General Obligations of the Agency.

i. Train the SRO regarding their role in the School District prior to his/her placement in the School District, or as soon as possible thereafter, by providing all tuition, workbooks, transportation and all other costs, other than salary, associated with successful completion of the New York State, DCJS, School Resource Officer Training Program. Personal services for this 32 hour course of instruction will be borne by the District as described in Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule.

Such training should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such

training may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender students; and questioning students.

ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, and court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. Said data shall take the form of individual New York State Incident Reports and shall be provided to the School District on the same day the report is created. The Agency shall otherwise provide this data to the School District as requested.

b. Duties of SRO.

The Agency shall provide the School District with peace officers capable of the following work rules:

- i. Report directly to the East Greenbush Police Department Chief of Police or his/her designee;
- ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site;
- iii. Attend Superintendent's hearings with students as requested by the School District;
- iv. Provide intervention between students and/or staff using appropriate methods to calm and control situations;
- v. Under the supervision of the Chief of Police or his/her designee, and in coordination with the School District's administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations;
- vi. Report all violations of law, school rules, regulations or policies to the School District's administration;

- vii. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law;
- viii. Act as liaison with police and other emergency personnel;
- ix. Build relationships by being a liaison between the East Greenbush Police Department and the School District;
- x. Advise the School District's administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property;
- xi. When feasible and requested to do so by School District officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds;
- xii. Become familiar with all hidden recesses in the building and check them periodically;
- xiii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District;
- xiv. Question any individual not having appropriate identification to ascertain his/her status;
- xv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents;
- xvi. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to DWIs, weapons, the sale of illegal drugs, etc.;
- xvii. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in the prosecution;
- xviii. Educate potential school-age victims in crime prevention and safety; and
- xix. Develop or expand crime prevention efforts for students.

c. Event Duties.

Upon request of the School District, the Agency will request the SRO for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required. However, SROs will not replace or substitute for police officer coverage of the School District's special events and security details.

d. All Duties.

The SRO shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the Agency as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

7. SRO Program Objectives.

The objectives of the SRO program are to:

- a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
- b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:

- i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation and other related topics through formal and informal instructional strategies; and
- ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- c. Facilitate crime prevention, law enforcement, and security consultation.
- d. Build lines of communication and promote positive attitudes between students and the East Greenbush Police Department
- e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity.
- f. Provide a positive role model to the students.
- g. Provide education in law enforcement as requested and appropriate.

8. *Qualifications of SRO.*

All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement.

The SRO shall meet the following qualifications:

- a. Be a retired, former full time, certified police officer of the State of New York with prior law enforcement experience.
- b. Have excellent communication skills.
- c. Be able to relate well to children of all ages.
- d. Possess good coordinating and planning skills.
- e. Successfully complete as soon as possible (or have already completed) the 32 hour NYS School Resource Officer Training Course plus 32 hours of designated in-service peace officer training; thereafter to attend 32 hours of designated in-service peace officer training per year, as per Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule.

9. *Independent Contractor.*

The Agency shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The SRO shall not have or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SROs acts or omissions. As the SRO's employer, the Agency, shall comply with all Federal, State, and local laws rules and regulations. The Agency shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Agency or its relationship with the School District. The School District shall reimburse the Agency for these costs as set forth in Attachment #1. The Agency further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either party nonpayment and/or underpayment of any such taxes or payments. These provisions shall

survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command structure of the East Greenbush Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, East Greenbush Police Department, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

10. *Absences and Replacements.*

a. Absences. In the event an assigned SRO is to be absent from work, the SRO shall notify the Agency supervisor. The Agency shall promptly notify the Superintendent of Schools that the SRO will be absent and shall assign the SRO partner officer to cover the assignment. In the contingency event that neither SRO is available to staff a scheduled school day assignment, the Chief of Police will detail a qualified police officer to provide substitute coverage, at its own expense, for any portion of total contingency compensation not already provided for pursuant to Attachment #1; Personal Services, Training and Equipment Estimated Payment Schedule.

b. Replacements and Removals. In the event that the Superintendent of Schools and/or the Agency determines that the work of an SRO is unsatisfactory to either or both, then in that event, the Superintendent and the Agency shall meet to seek agreement or corrective action. If the Superintendent of Schools and the Agency are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The

Superintendent of Schools and the Agency shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

i. Irrespective of the above provisions, the parties must comply with any applicable due process requirements under the New York State Civil Service Law prior to the termination or reassignment of an SRO.

ii. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long-term absences by the SRO, the Agency with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Agency and the School District shall find a suitable, permanent replacement for the School Resource Officer.

11. *Confidentiality.*

The parties agree that all information exchanged is considered confidential under Federal and New York State Law and will be used only for the purpose outlined in the Agreement.

12. *Indemnification.*

a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the Agency, its officers, employees or agents, the School District shall indemnify and hold harmless the Agency, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Agency, the

SRO, or third parties under the direction or control of the Agency; and the Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

b. Except for any liability, damages, claims, demands, costs, judgments, fees and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the Agency shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Agency, the

SRO, or third parties under the direction or control of the Agency; and the Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

13. *Insurance.*

The East Greenbush Police Department maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of \$5,000,000 in excess of underlying General Liability (\$1,000,000/\$3,000,000) and Automobile Liability policies with limits of \$1,000,000 per occurrence. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The East Greenbush Police Department shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

a. Employee Health Benefit Provision: In the event that the Agency should be faced with providing health insurance costs for the SRO, the Agency shall notify the School District in advance and negotiations will be commenced to decide how these costs will be allocated. If an agreement cannot be reached by the parties either party may terminate the agreement, effective immediately.

14. *Search and Seizure Procedures.*

The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has sufficient legal cause to believe that a student or staff member is armed. The SRO will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.

15. *Records Retention.*

The parties agree that the Agency will maintain all records in connection with this Agreement for a period as required by law.

16. *Non-Appropriation.*

Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing

written notice to the other party. In such event, the School District shall be under no further obligation to the Agency other than payment for cost actually incurred prior to termination and in no event will the Agency be responsible for any actual or consequential damages as a result of termination

17. Possession of Firearm on School Grounds.

The parties agree that the SROs may maintain possession of a firearm on school grounds in accordance with their status as peace officers pursuant to New York General Municipal Law Section 209-v and New York Criminal Procedure Law Section 2.10(37), so long as the SROs are duly licensed to possess any such firearm and are acting in their capacity as peace officer. Notwithstanding the foregoing, should any changes or variations in law prohibit the SROs from maintaining possession of a firearm on school grounds, this section shall become null and void.

18. Governing Law.

The Agreement shall be construed and interpreted in accordance with the laws of New York State.

19. Assignment.

This Agreement may not be assigned by either party.

20. Interpretation.

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

21. Waiver.

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

22. Applicability.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

23. Severability.

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

Town Supervisor
Town of East Greenbush
Date _____
SEAL

Superintendent
East Greenbush Central School District
Date _____
SEAL

Attachment #1: Personal Services, Training and Equipment Estimated Payment Schedule *

	Hours	Hourly Rate	Sub-Total
Regular School Day Hours (182x8)	1,456	\$32.99	\$48,033
SRO Basic Training Hours (32x2)	64	\$32.99	\$ 2,111
Use of Force Training Hours (8x2)	16	\$32.99	\$ 528
Active Shooter Training Hours (8x2)	16	\$32.99	\$ 528
Legal Updates Training Hours (8x2)	16	\$32.99	\$ 528
Defensive Tactics Training Hours (8x2) 16		\$32.99	\$ 528
Total Training Hours	128		
Contingency	128	\$49.485	\$ 6,334
Total Salary (including Contingency)			\$58,590
FICA @ 7.65%			\$ 4,482
ERS @ 15.9%			\$ 9,316
WC @ 3.14%			\$ 1,840
Unemployment, Disability and Medical as applicable			
School District Cost Estimate - Total Salary and Benefits			\$74,228

Equipment:

Uniforms, Winter Coat, Raincoat, etc x2	\$ 1,250
Level III Ballistic Armor Vest x 2	\$ 1,600
Belt-worn Trauma Kit, Cuffs, Pepper Spray, etc x 2	\$ 1,000
Standard duty Glock sidearm x 2	\$ 1,300
Cellphone and Charger x 2	\$ 500
Sub-Total Equipment	\$ 5,650

Training:

SRO Basic Training (32x2)	In Kind
Use of Force Training (8x2) (ammunition, targets)	\$ 300
Active Shooter Training (8x2)	In Kind
Legal Updates (8x2)	In Kind
Defensive Tactics Training (8x2)	In Kind
Sub-Total Training	\$ 300
Contingency (128 x \$49.485)	\$ 6,334
Agency Cost Estimate	\$ 12,284

* The costs listed in this schedule are estimates. Actual costs will vary but may not exceed \$80,000 for the School District and \$15,000 for the Agency.