I. Pledge of Allegiance

II. Announcements

III. Public Comments

IV. Minutes Approval

1. Town Board - Regular Meeting - Jun 10, 2015 6:00 PM

V. Line Items

1. Request from the Director of Human Resources to appoint Jane Sanders Director of Senior Services.

2. Request from the Chief of Police for the Board to promote Lieutenant Thomas Heffernan to the position of Deputy Chief of Police effective June 28, 2015

3. Request from the Chief of Police for the Board to promote Detective Sergeant Adam Hornick to the position of Police Commander effective June 28, 2015

4. Request for Town Board to Establish the Local Waterfront Revitalization Program (LWRP) Advisory Group and Appointment of Members

5. Request from Economic Development Coordinator to schedule a public hearing on July 8, 2015 regarding the submission of a Microenterprise Program grant application to the New York State Office of Homes and Community Renewal.

6. Acknowledge receipt of Generations Grant from Bryant Asset Protection, Inc. for the purchase of one Town Hall AED

7. Request from the Chief of Police to accept a donation of four AED's from the Bethlehem Police PBA and the Bethlehem Police Supervisor's Association

8. Request from Town Bicycle and Pedestrian Committee for Town Board to Accept a Donation from Marlene and Howard Pressman

9. Request from Director of Emergency Management to approve the Albany County Mutual Aid and Assistance Agreement For Disasters and Other Related Emergencies
VI. New Business

VII. Adjournment

Adjourn
I. Pledge of Allegiance

I. Call to Order

A Regular Meeting of the Town Board of the Town of Bethlehem was held on the above date at the Town Hall Auditorium, 445 Delaware Avenue, Delmar, NY. The Meeting was called to order at 6:00 PM.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
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<tbody>
<tr>
<td>John Clarkson</td>
<td>Town Supervisor</td>
<td>Present</td>
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<tr>
<td>Joann Dawson</td>
<td>Board Member</td>
<td>Present</td>
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<td>Jeffrey Kuhn</td>
<td>Board Member</td>
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<td>William Reinhardt</td>
<td>Board Member</td>
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<td>Julie Sasso</td>
<td>Town Board Member</td>
<td>Present</td>
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<td>James Potter</td>
<td>Town Board Counsel</td>
<td>Present</td>
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<tr>
<td>Nanci Moquin</td>
<td>Town Clerk</td>
<td>Present</td>
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II. Announcements

Supervisor Clarkson reminded everyone of the next Town Hall meeting at the Slingerlands Fire House, Thursday June 11, 2015.

III. Public Comments

Kevin Craft commented on the purchase of additional parkland for the South Bethlehem Park. He thought there were maintenance issues at the park now.

Ms. Lanahan's said the Town would look into Mr. Craft's concerns.

IV. Minutes Approval

1. Wednesday, May 27, 2015
V. Line Items

- REQUEST FROM DIRECTOR OF EMERGENCY MANAGEMENT TO APPROVE THE ALBANY COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT FOR DISASTERS AND OTHER RELATED EMERGENCIES

Jack Brennan, Director of Emergency Management, presented and answered questions about the Albany County Mutual Aid and Assistance Agreement for Disasters and Other Related Emergencies. The Board felt they needed additional time to read through the agreement and decided to bring the item back at the next meeting. A motion to table the agenda item was offered and approved as follows:

RESULT: TABLE [UNANIMOUS]
MOVER: Joann Dawson, Board Member
SECONDER: Jeffrey Kuhn, Board Member
AYES: Clarkson, Dawson, Kuhn, Reinhardt, Sasso

- PARKS AND RECREATION MASTER PLAN DRAFT RECOMMENDATIONS PRESENTATION BY GREENPLAY, LLC.

Green Play, the Town's consultant hired to make recommendations on the Park Master Plan, presented the draft recommendations.

- REQUEST FROM THE ADMINISTRATOR OF PARKS AND RECREATION FOR APPROVAL OF SEASONAL PERSONNEL.

A motion to approve the seasonal personnel listed on Ms. Lanahan's 6/10/15 memo was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Joann Dawson, Board Member
SECONDER: William Reinhardt, Board Member
AYES: Clarkson, Dawson, Kuhn, Reinhardt, Sasso

- REQUEST FROM SUPERINTENDENT OF HIGHWAYS FOR THE TOWN BOARD TO APPROVE THE SECTION 284 AGREEMENT FOR THE 2015 ROAD MAINTENANCE PROGRAM

Brent Meredith, Superintendent of Highways, presented. A motion to approve the Section 284 Agreement for the 2015 Road Maintenance Program was offered and approved as follows:
RESULT: APPROVE [UNANIMOUS]
MOVER: Julie Sasso, Town Board Member
SECONDER: William Reinhardt, Board Member
AYES: Clarkson, Dawson, Kuhn, Reinhardt, Sasso

- REQUEST FROM SUPERINTENDENT OF HIGHWAYS TO ADOPT THE RESOLUTION AUTHORIZING THE TOWN BOARD TO EXECUTE THE SECTION 284 AGREEMENT FOR THE 2015 PAVING PROGRAM

Resolution No. 2015-23

WHEREAS, the Town Board of the Town of Bethlehem has met with the Town Superintendent of Highways and discussed the improvements and repairs necessary to town roadways for 2015; and

WHEREAS, pursuant to those discussions, the parties have agreed to set aside the amount of $270,000.00 for general repairs and undertake the specific permanent improvements set forth in the agreement attached; and

WHEREAS, this agreement shall be executed and filed pursuant to the provisions of Section 284 of the New York State Highway Law; and

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Bethlehem to authorize the execution of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, that based upon the discussions of the Town Board and Town Superintendent of Highways the execution of the Agreement to spend Town Highway Funds for general repairs and permanent improvements to Town roads is hereby determined not to have a significant effect on the environment; and

BE IT FURTHER RESOLVED, that the Town Supervisor and Town Board members be authorized to execute the attached Agreement to spend Town Highway Funds with the Town Superintendent of Highways.

The motion to adopt the resolution was made by Councilman Reinhardt, was seconded by Councilman Kuhn and duly adopted by the following vote:
AYES: Supervisor Clarkson, Councilwoman Dawson, Councilman Kuhn, Councilman Reinhardt, Councilwoman Sasso

NOES: none

ABSENT: none

DATED: June 10, 2015

A motion to adopt the Resolution authorizing the Town Board to execute the Section 284 Agreement for the 2015 paving Program was offered and approved as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: William Reinhardt, Board Member
SECONDER: Jeffrey Kuhn, Board Member
AYES: Clarkson, Dawson, Kuhn, Reinhardt, Sasso

• BETHLEHEM CEMETERY UPDATE (DISCUSSION)

Supervisor Clarkson updated the Board on the Bethlehem Cemetery. The Cemetery Board is actively seeking replacements for their board. They will not be abandoning the Cemetery and the Town will work with them to offer some assistance.

• REQUEST FOR TOWN BOARD TO ACCEPT THE FUNDING RECOMMENDATION FROM THE MICROENTERPRISE GRANT APPLICATION REVIEW COMMITTEE AND APPROVE GRANT AWARD

Elizabeth Staubach presented. A motion to accept the funding recommendation from the Microenterprise Grant Application Review Committee and approve the grant award was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Jeffrey Kuhn, Board Member
SECONDER: Julie Sasso, Town Board Member
AYES: Clarkson, Dawson, Kuhn, Reinhardt, Sasso

• REQUEST FROM THE TOWN CLERK/ RECORDS MANAGEMENT OFFICER FOR THE TOWN BOARD TO APPOINT COUNCILWOMAN SASSO TO THE RECORDS ADVISORY BOARD

A motion to appoint Councilwoman Sasso to the Records Advisory Board was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Joann Dawson, Board Member
SECONDER: Jeffrey Kuhn, Board Member
AYES: Clarkson, Dawson, Kuhn, Reinhardt, Sasso

VI. New Business

none
VII. Adjournment

**Motion To:** Adjourn into executive session to discuss the appointment of a person or persons and current and pending litigation was offered and approved as follows:

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Jeffrey Kuhn, Board Member
**SECONDER:** Joann Dawson, Board Member
**AYES:** Clarkson, Dawson, Kuhn, Reinhardt, Sasso

VIII. Executive Session

A motion to approve the settlement of a tax certiorari proceeding commenced by Jonathan VanDerpoel for the property located at 9 Dunwoodie Rd providing for a reduction of the 2014 assessment from $248,000 to $236,000 was offered by Councilwoman Dawson, seconded by Councilwoman Sasso and approved with the following vote:

**AYES:** Supervisor Clarkson, Councilwoman Dawson, Councilman Kuhn, Councilman Reinhardt, Councilwoman Sasso

**NOES:** none

**ABSENT:** none

A motion to approve the settlement of a tax certiorari proceeding commenced by Jonathan VanDerpoel for the property located at 223 Route 9W, Glenmont providing for the reduction of the 2014 assessment from $411,000 to $390,000 was offered by Councilman Kuhn, seconded by Councilwoman Sasso and approved with the following vote:

**AYES:** Supervisor Clarkson, Councilwoman Dawson, Councilman Kuhn, Councilman Reinhardt, Councilwoman Sasso

**NOES:** none

**ABSENT:** none

A motion to adjourn at 10:02 pm was offered by Supervisor Clarkson, seconded by Councilman Kuhn and approved by all Board members present.
TO: Town Board Members  
FROM: Mary Tremblay-Glassman  
DATE: June 24, 2015  
RE: Appointment of Director of Senior Services

As you know, the retirement of Joyce Becker created a vacancy in the Director of Senior Services position. To fill the vacancy, we posted this position on the Town’s website. We received 7 resumes and interviewed 2 potential candidates. Based on that process, it is my pleasure to recommend Jane Sanders.

Mrs. Sander’s twelve plus years of experience in the Senior Services Department as an Outreach Worker, and Senior Outreach Worker, makes her an excellent candidate for this position. I seek your approval to appoint Jane Sanders to the position of Director of Senior Services effective June 25, 2015 at a salary of $63,988.

As always, please do not hesitate to contact me with any questions.
June 22, 2015

Honorable John Clarkson, Supervisor
Town of Bethlehem
445 Delaware Avenue
Delmar, New York 12054

Dear Supervisor Clarkson:

It is respectfully requested that the Town Board promote Lieutenant Thomas Heffernan to the position of Deputy Chief of Police effective June 28, 2015, at an annual salary of $105,000. This position will continue to receive longevity and education add pays, but no others. This appointment would be made from a certified list of eligible candidates as provided by the Albany County Civil Service Commission.

Should you or the board have any questions or need any additional information, please feel free to contact me. Thank you for your consideration in this matter.

Very truly yours,

Louis G. Corsi
Chief of Police

cc: Ms. Dawson, Councilwoman
    Mr. Kuhn, Councilman
    Mr. Reinhardt, Councilman
    Ms. Julie Sasso, Councilwoman
    Mr. Potter, Town Attorney
    Ms. Tremblay-Glassman, Director of HR
June 22, 2015

Honorable John Clarkson, Supervisor
Town of Bethlehem
445 Delaware Avenue
Delmar, New York 12054

Dear Supervisor Clarkson:

It is respectfully requested that the Town Board promote Detective Sergeant Adam Hornick to the position of Commander effective June 28, 2015, at an annual salary of $101,000. This position will continue to receive longevity and education add pays, but no others.

Should you or the board have any questions or need any additional information, please feel free to contact me. Thank you for your consideration in this matter.

Very truly yours,

Louis G. Corsi
Chief of Police

cc: Ms. Dawson, Councilwoman
    Mr. Kuhn, Councilman
    Mr. Reinhardt, Councilman
    Ms. Julie Sasso, Councilwoman
    Mr. Potter, Town Attorney
    Ms. Tremblay-Glassman, Director of HR

LGC/dnj
LTR15/164
Local Waterfront Revitalization Program (LWRP) Advisory Group

This Advisory Committee will help guide the Town’s development of a revised Local Waterfront Revitalization Program (LWRP). The purpose of this state-sanctioned planning process is to guide the future of Bethlehem’s waterfront area by creating a balance between future development and the protection of the unique environment and heritage of the Hudson riverfront. Essentially, the LWRP will serve as a guide for decision making when evaluating policies, programs and projects within the riverfront areas; it is recognized under state and federal law and can both influence their decisions and help attract grant and aid funds.

The Town’s intention is to build upon the work of an earlier Draft Local Waterfront Revitalization Program prepared in 2007. This work was recommended by the Comprehensive Plan Assessment Committee which provided a complete report in 2014; their report recommended that an updated version of the LWRP be created, with the following suggestions:

- Plan should promote a Gateway vision for the Hudson River corridor, including better access to the Hudson River waterfront, improved bicycle access and facilities
- Identify areas within the waterfront area that the Town desires for development as well as areas that the Town may want to protect from development.
- Keep larger industrial projects in the North Riverfront District.
- Rural Light Industrial and Rural Riverfront zoning districts need to encourage development for riverfront uses including commercial activity (restaurants, marina).
- Prepare Scenic Overlay District to preserve the special views of the Hudson River and beyond.
- Preserve lands for farmland and agriculture.
- Evaluate potential for Park-like setting/trails integrated with commercial development; identify protected lands and those with public access
- Plan for storm effects at Henry Hudson Park and elsewhere; address climate change and evaluate rising water levels in relation to the proposed development areas

The Advisory group will be chaired by the Director of Economic Development & Planning and shall report to the Town Board by December 31, 2016. The following membership is appointed to the Committee, with the provision that other members may be added as necessary and that the group shall work in an open table format, meaning that any interested members of the public may participate in the discussions.

Charlotte Buchanan  Mark Fitzsimmons  Sam Messina
Maureen Cunningham  Joan Gavrilik  John Sherman
Joann Dawson  Brian Gyory  Peter Thomas
Lisa Evans  Theresa McMahon

Bethlehem’s LWRP Advisory Group will coordinate with the LWRP plans and processes taking place in other municipalities, including the City of Albany, the Town of Coeymans and others. Representatives from those municipalities will be Invited to attend and participate.
MEMORANDUM

TO: John Clarkson, Supervisor
   & Town Board

FROM: Elizabeth Staubach,
       Economic Development Coordinator

DATE: June 24, 2015

SUBJECT: Microenterprise Grant Program Public Hearing Request

Description
The Department of Economic Development and Planning plans to submit an application for the Microenterprise Grant Program to the New York State Office of Homes and Community Renewal (HCR). The submission deadline is July 31st at 4:00pm.

The Microenterprise Grant Program provides funds to eligible local governments to assist qualifying businesses undertake activities that result in the creation of job opportunities for persons from low-moderate income (LMI) families. Up to $200,000 of funds can be awarded to local governments to make grant awards ranging from $5,000 to $35,000 to selected microenterprises. A microenterprise is defined as a commercial enterprise that has five or fewer full-time equivalent employees, including the owner, at time of application.

Next Steps
Since the Microenterprise Grant Program is funded by the federal Community Development Block Grant Program (CDBG), applicants for the funds must hold a public hearing prior to the submission of the grant application. The purpose of the hearing is to obtain citizen’s views and respond to questions regarding the grant application.

I respectfully request that a public hearing be scheduled for July 8, 2015 to receive input from the public.
2015 MICROENTERPRISE GRANT PROGRAM APPLICATION

June, 2015
Microenterprise Grant Program

- Program is offered by the New York State Office of Homes and Community Renewal (HCR).
- The ME program provides resources to support and foster the development of microbusinesses by providing grants in conjunction with capacity building and entrepreneurial assistance.
- Maximum application award amount is $200,000.
- Awards to individual businesses cannot be less than $5,000 or exceed $35,000.
- Local governments (Town, Village, City, County) are eligible to apply.
Program Rules

- A microenterprise is defined as a commercial enterprise that has five (5) or fewer employees, one (1) or more of which is the principal and owns the enterprise at the time of application.
- Businesses must contribute at least 10% of the costs of the project.
- Businesses receiving funding must create one (1) new job offered to or made available to persons from low-or moderate income (LMI) families OR be owned by a person defined as LMI.
- A minimum of 50% of grant funds must be awarded to start-up businesses (operation less than 6 months).
- Businesses receiving grant funds must participate in the Entrepreneurial Training Program.
Entrepreneurial Training Program

- The Town will partner with the Community Loan Fund of the Capital Region to provide the Entrepreneurial Training Program.

- Topics to be covered in the training;
  - Developing a business plan
  - Legal issues
  - Taxes, recordkeeping, accounting
  - Financing
  - Marketing advertising
  - Employee issues

*Grant awards will be used to cover the cost of the training program.*
Eligible Uses of Funds

- Inventory
- Purchase of machinery, equipment, furniture and fixtures
- Working capital
- Reimbursement of the cost to attend the entrepreneurial training program

*Grant Funds shall **not** be used to purchase real estate; repay existing debt; undertake building façade or interior renovations (construction work).
Grant Application Review Process

- All applications will be submitted directly to the Department of Economic Development and Planning (DEDP).
- DEDP staff will review applications to determine eligibility and completeness.
- Following the DEDP review, the application will be forwarded to the Microenterprise Grant Application Review Committee.
- The Microenterprise Grant Application Review Committee will review each application and forward recommended applications to the Town Board for their consideration of approval.
- Applicants will be notified in writing of committee decisions.
- Applicants that do not receive a grant award can contact the DEDP to discuss their application and identify opportunities for improvement or other available funding resources.
Microenterprise Grant Application Review Committee

- Mr. Joseph Richardson, Vice Chairman, Bethlehem Industrial Development Agency
- Jennifer Kilcoyne, President, Bethlehem Chamber of Commerce
- Mr. Richard Kotlow, Senior Consultant, UHY Advisors NY, Inc.
- Ms. Marla Malluk Gozman, Freelance Start-Up Consultant
- Ms. Kim Phelan, Vice President, M&T Bank
- Ms. Shoham Piorentino, Delmar Branch Manager, First Niagara Bank
Projected Timeline of Events

- July 31st application is due to New York State
- December 2015 Grant Awarded
- February/March 2016 information sessions held about the program
- April 2016 Town begins accepting applications
- May 2016 Grant Application Review Committee meets and recommends awards for Town Board approval
- May/June 2016 Town Board approves grant awards
- Remainder of 2016 and 2017 implementation and monitoring of awards
- January 2018 Grant Close Out with New York State
Contact Information

- For more information on the application and Microenterprise Grant Program please contact:
  - Elizabeth Staubach
  - Economic Development Coordinator
  - 518-439-4955 ext. 1189
  - estaubach@townofbethlehem.org
MEMORANDUM

TO: Supervisor Clarkson & Members of the Town Board
FROM: Michael Cohen
DATE: June 24, 2015
SUBJECT: Bryant Asset Protection Inc. Generations Grant

REQUESTED ACTION

No requested action. This is for Informational purposes only.

ADDITIONAL INFORMATION

At the October 22, 2014 Town Board meeting, the board voted to accept a $1,500 donation from Bryant Asset for 1 AED (Automated External Defibrillator) as well as $4,500 from the Friends of the Park for 3 AEDs. At the time of the meeting we had not yet received the money from Bryant Asset. However, on June 15, 2015, the check was received along with a note that I felt should be shared:

“Congratulations, we are pleased to inform you that Bryant Asset Protection, Inc. has chosen the Town of Bethlehem for the Generations Grant Program in the amount of $1,500.00.

The founders of Bryant Asset Protection, the late Charlie and Carole Bryant, were always active in community affairs. Charlie and Carole made certain that their four children were raised understanding the importance of gratitude, family, and community. Jeffrey and Mark Bryant want to honor their parents’ principles by giving back to the local community through a series of grants ... that result in community improvements...”

We are grateful to Jeffrey and Mark Bryant selecting the Town for a grant award, as well as Richard Webster, Deputy Comptroller, for submitting a request on behalf of the Town.

If you have any questions, please do not hesitate to let me know.
June 2, 2015

Bethlehem Town Board
445 Delaware Ave
Delmar, NY 12054

Re: Donation of AEDs to Bethlehem Police Department

The Bethlehem Police Supervisor’s Association, in association with the Bethlehem Police Officer’s Union, has purchased 4 LIFEPAK 1000 AEDs (automatic external defibrillators) that we are donating to the Bethlehem Police Department to replace the aged fleet of current AEDs.

In looking to facilitate a community service project, the Unions found that the current AEDs that are deployed with our officers everyday were becoming unserviceable and needed replacing; they are approximately 12 years old. These AEDs perform a vital service to the community and have saved many lives over the years. They are a valuable asset to the Town. So, we decided to make this our project.

CSX, the railway company, has one of the largest rail yards in the country located right here in the Town of Bethlehem. CSX Beyond Our Rails is a way for CSX to support the communities they operate in. The Supervisor’s Union applied for and received a grant from CSX to assist us in bringing this project to fruition. We sincerely thank CSX for their commitment to the Town of Bethlehem in assisting us with this project.

Please accept the donation of the AEDs in the spirit of community service by the members of the Bethlehem Police Supervisor’s Association and the Bethlehem Police Officer’s Union.

Respectfully,

Robert J. Helligrass
Vice President
Bethlehem Police Supervisor’s Association
To: Supervisor Clarkson and Town Board Members  
From: Kenneth Kovalchik, Senior Planner – Bicycle and Pedestrian Committee Coordinator  
Subject: Request from Bicycle and Pedestrian Committee for Town Board to Accept a Donation from Marlene and Howard Pressman  
Date: June 18, 2015  
Cc: R. Leslie, Bicycle and Pedestrian Committee Members

At the June 24, 2015 Town Board meeting the Bicycle and Pedestrian Committee (Committee) will request the Board accept a $200 donation from Marlene and Howard Pressman for the purchase of “Please Look Out For Us” – bicycle and pedestrian safety lawn signs. Attached please find a letter from Marlene and Howard Pressman.

The Committee recently made an initial purchase of 100 lawn signs, with the majority having already been distributed to Town residents. The donation made by the Pressman’s will allow the Committee to continue the lawn sign campaign by purchasing additional signs. On behalf of the Committee, I request of the Town Board to acknowledge the donation by Marlene and Howard Pressman in the amount of $200. The donation check will be provided to the Town Comptroller and placed in an account to be used by the Committee at a future date.

**Background of Bicycle and Pedestrian Safety Lawn Signs**

The Committee has established a 5-E approach (Engineering, Education and Enforcement, and Engagement and Encouragement) towards addressing bicycle and pedestrian mobility and increasing safety awareness in the Town. One of the action items on the Committee’s 2015 Work Plan is to increase educational activities related to bicycle and pedestrian safety. In the Spring of 2015 the Committee began development of the “Please Look Out For Us” lawn signs, see enclosed photo, and recently have commenced distributing the signs to Town residents. The lawn sign campaign addresses the ‘Education’ component of the 5-E approach and is intended to bring awareness to bicycle and pedestrian safety, with the goal being for motorists to practice safe driving principles.

Thank you for your consideration regarding this matter. Please contact me at kkovalchik@townofbethlehem.org, or x1155 if you have any questions or comments.
Please look out for us.
28 Thorndale Road  
PO Box 432  
Slingerlands, NY 12159  
June 11, 2015

John Clarkson  
Town Supervisor  
Town of Bethlehem  
445 Delaware Avenue  
Delmar, New York 12054

Dear Mr. Clarkson:

Enclosed is a contribution in the amount of $200 to the Town of Bethlehem Bike-Ped Committee in order to provide more "Please Look Out for Us" signs to be posted throughout the Town.

This contribution is in memory of our beloved nephew, David Rosenfeld, who was tragically killed by a driver while stopped at a light on his bicycle on Saturday, May 23rd, in Houston, Texas. He was en route to a memorial service for a fellow cyclist who was killed the year before.

We appreciate the dedicated work of Kenneth Kovalchik and Paul Winkeller in helping to promote safety for pedestrians and bicyclists in our Town.

Sincerely,

Marlene and Howard Pressman

cc: Kenneth Kovalchik  
Paul Winkeller
Albany County Mutual Aid and Assistance Agreement
For Disasters and Other Related Emergencies

WHEREAS, the safety of the citizens of the State of New York is of the utmost importance to all levels of state and local government;

WHEREAS, the County of Albany (the “County”) and its municipalities seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel and equipment in the event of a local disaster or other emergency;

WHEREAS, the State of New York and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a natural or man-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

SECTION I

DEFINITIONS

A. “Agreement” shall mean this document, the “Albany County Mutual Aid Agreement for Disasters and Other Emergencies”.

B. “Aid and Assistance” shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.

C. “Authorized Representative” shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement. The authorized representatives are listed in Schedule “A” attached hereto. Schedule “A” shall be updated periodically as necessary for personnel changes.

D. “Disaster or other emergency” shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses or any other incident which directly affects public safety.

E. “Provider” means a party to this Agreement that has received a request to furnish aid and assistance to the party in need (“Recipient”).

F. “Recipient” means a party to this Agreement receiving aid and assistance from another party.
SECTION II.

OBLIGATIONS OF THE PARTIES

A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party’s foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.

B. Procedures for Requesting Assistance – Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request. The Albany County Sheriff’s Emergency Management Unit may act as coordinator of requests among the parties to this agreement when and if conditions warrant a multi-jurisdictional response to an incident.

C. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.

D. Traveling Employees – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider’s traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider’s personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food and if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.

E. Supervision and Control – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider’s personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider’s supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider’s supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider’s supervisory personnel shall have the authority to:

1. Assign work and establish work schedules for Provider’s personnel;
(2) Maintain daily personnel time records, material records, and a log of equipment hours;
(3) Report work progress to Recipient at regular intervals as specified by Recipient.

F. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider’s assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider’s personnel, equipment and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least 8 hours advance notification to Recipient of Provider’s intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION III.

REIMBURSEMENT

A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documents costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.

(1) Personnel – During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements.
(2) Equipment – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
(3) Material and Supplies – Provider shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider’s personnel. Provider’s personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and New York State reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.

B. Record Keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider’s personnel, Provider shall maintain records and invoices for reimbursement.
C. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.

D. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, New York State and the federal government, and shall maintain such records for at least seven (7) years after the date of final payment under this Agreement.

SECTION IV.

PROVIDER’S EMPLOYEES

A. Rights and Privileges - Whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.

B. Workers’ Compensation - Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider’s employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers’ compensation benefits only to their own respective employees.

SECTION V.

NONDISCRIMINATION

In accordance with Article 15 of the Executive Law (“Human Rights Law”), and all other applicable local, State and Federal constitutional, statutory and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status or marital status.

SECTION VI.

HOLD HARMLESS

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees and agents, free and harmless from and against any and all
losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor’s negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION VII.

AMENDMENTS

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

SECTION VIII.

DURATION OF AGREEMENT

A. Term – This Agreement shall be for a term of five (5) years from the date of execution by the parties, unless the Agreement is renewed or terminated as set forth in this section.

B. Renewal – This Agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.

C. Termination – Any party may withdraw from this Agreement upon thirty (30) days written notice to all other parties. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

SECTION IX.

HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.
SECTION X.

SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superceded by this Agreement.

SECTION XI.

FIRE MUTUAL AID

Notwithstanding the provisions of Section X, this agreement does not affect the fire mutual aid agreement that has been entered into among the various fire departments in the County. The fire mutual aid agreement shall take precedence when it is applicable.

SECTION X.

EFFECTIVE DATE

This Agreement shall take effect upon its execution by the individual parties.
## Schedule A – Municipalities and Authorized Representatives

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Authorized Representative(s)</th>
<th>Contact Information (Telephone &amp; Email)</th>
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<tr>
<td>Albany County</td>
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<td>Albany City</td>
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<td>Berne Town</td>
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