I. Pledge of Allegiance

II. Announcements

III. Public Comments

IV. Public Hearings

1. Public Hearing - 6:00PM - to solicit public comment on the Local Law to amend the Code of the Town of Bethlehem, Chapter 128-13, Zoning Map, rezoning parcel 96.00-01-31 from Residential A Zoning district to Planned Development District zoning district and incorporate it into the Van Dyke Spinney Planned Development District

V. Minutes Approval

1. Town Board - Regular Meeting - Apr 13, 2016 6:00 PM

VI. Line Items

1. Authorize the Supervisor to sign the 2016 Advanced Life Support First Response Services Agreement between Bethlehem and Albany County

2. Request from the Board of Ambulance and EMS Commissioners to approve the contract for 2015/2016 with Delmar-Bethlehem EMS for Ambulance Service in the Town of Bethlehem, and to authorize the Supervisor to sign said contract

3. Request from the Director of Economic Development and Planning for the Town Board to approve a local law amending the zoning district designation of 0.96 Acres Of Tax Parcel 96.00-01-31 from Residential A District (RA) to Planned Development District (PDD) for the Van Dyke Spinney Planned Development District Amendment

4. Request from the Director of Economic Development and Planning for the Town Board to approve the Van Dyke Spinney Planned Development District Amendment Approval Resolution

5. Request from the Administrator of Parks and Recreation for approval of seasonal personnel.

6. Request from the Administrator of Parks and Recreation to authorize the Supervisor to sign a Donation Agreement for the conveyance of the Colonial Acres golf course property
Meeting of Wednesday, April 27, 2016

from the Open Space Institute Land Trust, Inc. (Formerly known as Open Space Conservancy) to the Town of Bethlehem.

7. Request from the Administrator of Parks and Recreation for the Town Board to adopt a Resolution dedicating the Colonial Acres golf course property as Parkland to be named Colonial Acres Park.

VII. New Business

VIII. Adjournment

Adjourn
I. Pledge of Allegiance

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<tr>
<th>Attendee Name</th>
<th>Title</th>
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<tr>
<td>Joyce Becker</td>
<td>Board Member</td>
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<td>John Clarkson</td>
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<td>Doris Davis</td>
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<td>Julie Sasso</td>
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<td>David VanLuven</td>
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<td>Nanci Moquin</td>
<td>Town Clerk</td>
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<td>James Potter</td>
<td>Town Board Counsel</td>
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II. Announcements

none

III. Public Comments

Michael Carey commented on the handling of hotline calls at the NYS Justice Center in Bethlehem.

Mike Waldenmaier commented on the proposed pipelines within the Town.

IV. Minutes Approval

1. Wednesday, March 23, 2016

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Julie Sasso, Board Member
SECONDER: Doris Davis, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

V. Line Items

- REQUEST FROM SENIOR PLANNER FOR THE TOWN BOARD TO APPOINT TWO NEW MEMBERS TO THE BICYCLE AND PEDESTRIAN COMMITTEE
A motion to approve the appointment of Steve LeBoyer and Kristen Ackerman to the Bicycle and Pedestrian Committee was offered and approved as follows:

**RESULT:** APPROVE [UNANIMOUS]

**MOVER:** Julie Sasso, Board Member

**SECONDER:** Doris Davis, Board Member

**AYES:** Becker, Clarkson, Davis, Sasso, VanLuven

- **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 4/13/2016 memo was offered and approved as follows:

**RESULT:** APPROVE [4 TO 0]

**MOVER:** Joyce Becker, Board Member

**SECONDER:** Julie Sasso, Board Member

**AYES:** Joyce Becker, John Clarkson, Doris Davis, Julie Sasso

**ABSTAIN:** David VanLuven

- **PRESENTATION ON HIGHWAY DEPARTMENT SERVICES**

Brent Meredith, Superintendent of Highways and Dan Rain, Recycling Coordinator presented all the services the Highway Department provides for the Town.

- **REQUEST FROM THE SUPERINTENDENT OF HIGHWAYS TO APPROVE THE PURCHASE OF A REPLACEMENT TRUCK LIFT FOR THE HIGHWAY GARAGE USING FUNDS FROM THE GENERAL FUND CAPITAL RESERVE FUND, SUBJECT TO PERMISSIVE REFERENDUM.**

Resolution No. 2016-16

**RESOLUTION AND PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Bethlehem in the County of Albany, State of New York has on the 13th day of April 2016, duly adopted, subject to a permissive referendum, a resolution as follows:

WHEREAS, the Town's current Truck Lift at the Highway Garage is obsolete and poses a safety hazard, and

WHEREAS, the Truck Lift is used to maintain vehicles in the Town Fleet, and

WHEREAS, the Town Board of the Town of Bethlehem has determined to continue having the Highway Department maintain Town vehicles at the Highway Garage, and

WHEREAS, it is estimated that the costs of said work will not exceed $55,000; and
WHEREAS, in recognition of these needs, funds for such purpose are in the General Fund Capital Reserve Fund; and,

NOW, THEREFORE, BE IT RESOLVED that it is in the public interest to complete the purchase of the Truck Lift as described above; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the expenditure of the reserve moneys to fund this project up to a maximum amount of $55,000 and,

BE IT FURTHER RESOLVED, that the Town Comptroller is authorized to expend from the General Fund Capital Reserve Fund the funds necessary up to $55,000 in said reserve fund; and

This resolution shall be subject to a permissive referendum, as permitted by law.

The foregoing resolution was presented for adoption by Councilwoman Sasso, seconded by Councilman VanLuven and approved with the following vote:

Ayes - Supervisor Clarkson, Councilwoman Becker, Councilwoman Davis, Councilwoman Sasso, Councilman VanLuven

Nays - none

Absent - none

A motion to approve the purchase of a replacement truck lift for the Highway Garage using funds from the General Fund Capital Reserve Fund, subject to permissive referendum, was offered and approved as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Julie Sasso, Board Member
SECONDER: David VanLuven, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

• REQUEST FROM THE DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING FOR THE TOWN BOARD TO ACCEPT THE PLANNING BOARD’S RECOMMENDATION THAT THE TOWN BOARD AMEND THE CURRENT ZONING ALONG VAN DYKE ROAD TO A PLANNED DEVELOPMENT DISTRICT FOR THE PURPOSE OF CONSTRUCTING A CLUBHOUSE/COMMUNITY CENTER FOR THE VAN DYKE SPINNEY SENIOR CITIZEN HOUSING DEVELOPMENT

A motion to accept the Planning Board’s recommendation that the Town Board amend the current zoning for a particular parcel along Van Dyke Road to a Planned Development District for the purpose of constructing a clubhouse/community center for the Van Dyke Spinney Senior Citizen Housing Development was offered and approved as follows:
RESULT: APPROVE [UNANIMOUS]
MOVER: Doris Davis, Board Member
SECONDER: Julie Sasso, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

- REQUEST FROM THE DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING FOR THE TOWN BOARD TO ISSUE A SEQR NEGATIVE DECLARATION FOR THE AMENDMENT TO THE VAN DYKE SPINNEY PLANNED DEVELOPMENT DISTRICT PURSUANT TO ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW

Resolution No. 2016-017

TOWN BOARD
TOWN OF BETHLEHEM
ALBANY COUNTY, NEW YORK

SEQR RESOLUTION
DETERMINATION OF SIGNIFICANCE/NEGATIVE DECLARATION

APPLICATION TO AMEND A PLANNED DEVELOPMENT DISTRICT
VAN DYKE SPINNEY SENIOR CITIZEN HOUSING PROJECT

WHEREAS, the Town Board of the Town of Bethlehem has received an application, Environmental Assessment Form and related materials from Van Dyke Spinney, LLC to amend the Van Dyke Spinney Planned Development District by adding 0.96 +/- acres of land to the existing 87.89 +/- acres of the Van Dyke Spinney senior citizen development project, located along Van Dyke Road; and,

WHEREAS, the proposed amendment to the zoning district boundary would re-zone approximately 0.96 +/- acres from Residential A District (RA) to Planned Development District (PDD); and,

WHEREAS, Van Dyke Spinney, LLC has submitted conceptual plans for development of the additional land, in the event that the zoning amendment is granted and said plans entail construction of an approximately 5,000sq.ft. clubhouse/community center for residents of the development, including parking and recreation areas. The plans also illustrate modification to the development phasing plan, modification to the phase 3 layout, and the addition of 10 units to the area previously proposed for the clubhouse. The addition of 10 units remains consistent with the original PDD approval of 229 senior citizen units (total units in Phase 1 - 4 is 224); and,
WHEREAS, the District pertains to the following drawings entitled: “The Van Dyke Spinney Amendment to the Planned Development District, Town of Bethlehem, County of Albany, State of New York, dated April 2015, (Sheets 1 - 7); and

WHEREAS, Zoning Law §128-40 of the Code of the Town of Bethlehem contains procedures for the amendments to a Planned Development District, and said procedures authorize the Town Board to establish and amend such a District upon referral to, and recommendation of, the Town Planning Board; and,

WHEREAS, the State Environmental Quality Review Act (SEQR) regulations found at 6 NYCRR Part 617.3(a) require that no agency may undertake, fund or approve an action until it has complied with the requirements of SEQR; and,

WHEREAS, the SEQR regulations at 6 NYCRR 617.6(a) require that as soon as an agency receives an application for approval of an action it shall determine: (1) whether the action is subject to SEQR; (2) whether the action involves a federal agency; (3) whether other agencies are involved; (4) the appropriate preliminary classification of the action; (5) whether a full or short environmental assessment form (EAF) is necessary; and (6) whether the action is located in an agricultural district and subject to applicable provisions of the Agriculture and Markets Law; and,

WHEREAS, the SEQR regulations at 6 NYCRR 617.6(b)(4) indicate that for uncoordinated review of an unlisted action the agency conducting the review may proceed as if it were the only involved agency; and,

WHEREAS, the Town Board has independently reviewed and considered the Planned Development District application, the short Environmental Assessment Form (EAF) and supporting materials submitted by the applicant, and various staff memoranda prepared by the Town Department Economic Development and Planning and the Town Engineering Division, which together address potential areas of environmental concern;

WHEREAS, in accordance with the SEQR regulations at 6 NYCRR Part 617.6(a), the Town Board at its meeting of March 25, 2015 passed a resolution, which determined that: (1) the proposed action constitutes an action that is subject to SEQR; (2) the preliminary classification of the action is designated as "Unlisted; (3) the action does not include involved or interested agencies; (4) the proposed action is appropriately classified as an unlisted action; (5) the proposed action is located within 500 feet of an Agricultural District and, (6) a short EAF is adequate for determining the significance of the proposed action; (7) coordinated review of the action is not required, and pursuant to 6 NYCRR 617.6(b)(4) the Board will not coordinate review, (8) declared it is lead agency with respect to SEQRA review of the proposed action, and (9) referred the application to the Town Planning Board for a recommendation on both a SEQR determination of significance and the zoning district amendment; and,
BE IT FURTHER RESOLVED,

that based upon its review of the project, the EAF, review of the proposal by Town Engineering and Planning staff, and comparison with the Criteria for Determining Significance found at 6 NYCRR Part 617.7(c), the Town Board hereby finds that approval of the Van Dyke Spinney Planned Development District Amendment constitutes an action which will not have a significant impact on the environment and therefore, does not require preparation of a draft Environmental Impact Statement; and,

BE IT FURTHER RESOLVED,

that this determination of significance shall be considered a Negative Declaration made pursuant to Article 8 of the Environmental Conservation Law; and,

BE IT FURTHER RESOLVED,

that this determination is based upon the following facts and conclusions related to the 0.96 +/- acre parcel for the proposed rezone for the purpose of constructing a clubhouse:

1. The amendment to the District will include 0.96 acres to be rezoned to Planned Development District (PDD) from Residential A District. All lands abutting the site are within the Planned Development District zone, except for +/-1.5 acres zoned Residential A District to the west.

2. Development of the proposed clubhouse will not have a significant effect on any protected water body. There are no state or federal jurisdictional wetlands on the 0.96 acre parcel.

3. The proposed project includes stormwater management facilities designed to meet the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges (GP-0-10-001, January 29, 2010) for construction activities that disturb more than one acre of land. The development plans show the location of stormwater green infrastructure management practices pursuant to NYSDEC GP-0-10-001. The existing stormwater management area basins on the site are suitable to accept the drainage from the clubhouse building and parking lot area. The existing stormwater pollution prevention plan (SWPPP) for the Van Dyke Spinney site will be amended to incorporate the clubhouse site into the NYSDEC general permit for stormwater discharges. The applicant is required to update the notice of intent (NOI) for project coverage under NYSDEC GP-0-10-001 following any site plan approval issued for the site. NYSDEC also requires the owner of the stormwater facilities, through a legally binding maintenance
agreement, to be responsible for long-term maintenance of the stormwater facilities throughout the lifetime of the project’s facilities.

4. The proposed clubhouse will connect to public sewer and water within the site and along Van Dyke Road.

5. The project site has no record of known occurrences of rare or state listed animals or plants, significant natural communities, or other significant habitats.

6. The proposed clubhouse will not have a significant impact on traffic along Van Dyke Road. Users of the clubhouse will include residents of Van Dyke Spinney who can travel to the facility through the private roads within the site that connect to the clubhouse or along the internal walking trails of the site, or along the multi-use path along Van Dyke Road.

7. The project will be constructed on agricultural land that is currently dormant. The site is not currently used for, nor has it been used in the recent past for, agricultural purposes.

8. The proposed action will not have a significant adverse aesthetic impact. Landscaping and buffers will be provided along property lines to screen neighbors as needed. The proposed clubhouse design will reflect the same design as the dwelling unit buildings.

9. The project will not have a significant adverse impact on noise levels or quality of air in the vicinity of the project site. Noise and air quality impacts associated with construction will be temporary and of short-term duration.

BE IT FURTHER RESOLVED,

that this recommendation is based upon the following facts and conclusions related to the modifications of the Van Dyke Spinney Development Phasing Plan:

1. Phasing of the development is to be modified from five (5) phases to four (4) phases. Sixty-Four (64) dwelling units are proposed to be constructed in phase 3 and Fifty-Eight (58) units are proposed to be constructed in phase 4.

2. The relocation of the clubhouse/community center provides for the addition of two 6-unit buildings (12 units total) within phase 3 (6-unit building) and phase 4 (6-unit building).

3. The removal of a private road adjacent to Ruysch Road will reduce the density of an eight unit building to a four unit building.
4. In total, the addition of 10 units remains consistent with the original PDD approval of 229 units (total units in Phase 1 - 4 is 224 units), of which a SEQR Negative Declaration Resolution was issued by the Town Board on October 24, 2017.

5. Van Dyke Spinney is located on the Town of Bethlehem Bicycle and Pedestrian Priority Network. The Mohawk Hudson Land Conservancy’s Van Dyke Preserve trail is located approximately 500-feet south of the development. During site plan review of Phase 4 the applicant is required to investigate a connection between the Van Dyke Preserve and the multi-use path along Van Dyke Road from its termination at Ruysch Road.

6. Review of the site in the field and with available environmental data revealed no other environmentally sensitive characteristics of the parcel, or issues that have not been addressed, or areas requiring further study.

On a motion by Councilwoman Sasso, seconded by Councilwoman Davis and a vote of _5_ for and _0_ against, and _0_ absent, this RESOLUTION was adopted on April 13, 2016.

A motion to adopt the SEQR Negative Declaration Resolution for the Amendment to the Van Dyke Spinney Planned Development District pursuant to Article 8 of the Environmental Conservation Law was offered and approved as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Julie Sasso, Board Member
SECONDER: Doris Davis, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

REQUEST FROM THE DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING FOR THE TOWN BOARD TO SCHEDULE A PUBLIC HEARING ON APRIL 27, 2016 AT 6:00PM TO SOLICIT PUBLIC COMMENT ON THE LOCAL LAW TO AMEND THE CODE OF THE TOWN OF BETHLEHEM, CHAPTER 128-13, ZONING MAP, REZONING PARCEL 96.00-01-31 FROM RESIDENTIAL A ZONING DISTRICT TO PLANNED DEVELOPMENT DISTRICT ZONING DISTRICT AND INCORPORATE IT INTO THE VAN DYKE SPINNEY PLANNED DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING
TOWN OF BETHLEHEM, ALBANY COUNTY

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Bethlehem, Albany County, New York will hold a public hearing on Wednesday, April 27, 2016 at 6:00pm, at Town Hall, 445 Delaware Avenue, Delmar, NY to solicit comment on the Local Law to amend the Code of the Town of Bethlehem, Chapter 128-13, Zoning Map, rezoning parcel 96.00-01-31 from Residential A Zoning district to Planned Development District zoning district and incorporate it into the Van Dyke Spinney Planned Development District.

All parties in interest and citizens will have an opportunity to be heard at the said hearing.
BY ORDER OF THE TOWN BOARD
TOWN OF BETHLEHEM

Nanci Moquin
TOWN CLERK
Date: 04/13/2016

A motion to schedule a public hearing on April 27, 2016 at 6:00pm to solicit public comment on the Local Law to amend the Code of the Town of Bethlehem, Chapter 128-13, Zoning Map, rezoning parcel 96.00-01-31 from Residential A Zoning district to Planned Development District zoning district and incorporate it into the Van Dyke Spinney Planned Development District was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: David VanLuven, Board Member
SECONDER: Joyce Becker, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

REQUEST FROM DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING TO ADOPT A RESOLUTION THAT WOULD CLASSIFY THE BOICE INTERNATIONAL, LTD. DEVELOPMENT MASTER PLAN APPLICATION (645 WEMPLE ROAD) AN UNLISTED ACTION AND REFER IT TO THE PLANNING BOARD

Resolution No. 2016-018

TOWN BOARD
TOWN OF BETHLEHEM

SEQR RESOLUTION

CLASSIFICATION OF ACTION AND REFERRAL TO PLANNING BOARD

DEVELOPMENT MASTER PLAN APPLICATION
645 WEMPLE ROAD
BOICE INTERNATIONAL, LTD. - PROPOSED WAREHOUSE EXPANSION

WHEREAS, the Town Board of the Town of Bethlehem has received an application, Environmental Assessment Form and related materials from Boice International, Ltd. for Development Master Plan Approval on a +/-58.4 acre site, comprised of three parcels, located along the south side of Wemple Road, at 645 Wemple Road; and,
WHEREAS, the current zoning of the land area is classified as Mixed Economic Development District (MED), which requires a Development Master Plan for development applications; and,

WHEREAS, the stated purpose of said application is to allow the expansion of a 20,000 square foot warehouse building and 8,000 square foot garage storage space, and ancillary parking spaces, circulation area, and loading areas; and,

WHEREAS, the State Environmental Quality Review Act (SEQR) regulations found at 6 NYCRR Part 617.3(a) require that no agency shall carry out, fund or approve an action until it has complied with the requirements of SEQR; and,

WHEREAS, the SEQR regulations found at 6 NYCRR 617.6(a) require that as soon as an agency receives an application for approval of an action it shall determine: (1) whether the action is subject to SEQR; (2) whether the action involves a federal agency; (3) whether other agencies are involved; (4) the appropriate preliminary classification of the action; (5) whether a full or short environmental assessment form is necessary; and (6) whether the action is located in an agricultural district and subject to applicable provisions of the Agriculture and Markets Law; and,

WHEREAS, the SEQR regulations at 6 NYCRR 617.6(b)(4) indicate that for uncoordinated review of an unlisted action the agency conducting the review may proceed as if it were the only involved agency; and,

NOW, THEREFORE, BE IT RESOLVED,

the Town Board of the Town of Bethlehem hereby determines that the application of Boise International, Ltd. for the Development Master Plan Approval of a 28,000 square foot warehouse/garage storage expansion on the above referenced site is an action that is subject to SEQR and the preliminary classification of the action shall be designated as “Unlisted”; and,

BE IT FURTHER RESOLVED,

the Town Board hereby determines as follows:

(1) at minimum a Full Environmental Assessment Form is necessary to determine the significance of the action,
the proposed action is not located in an established agricultural district and therefore is not subject to the provisions of the Agricultural and Markets Law,

coordinated SEQR review of the action will not be undertaken,

no federal agencies have jurisdiction in this matter, and there are no other involved agencies associated with the project.

involved agencies may include the NYSDEC and Albany County Department of Health; and,

BE IT FURTHER RESOLVED,

that the Town of Bethlehem Town Board hereby determines that due to the small scale nature of the project and absence of potentially significant impacts, coordinated review of the action is not warranted or required, and pursuant to 6 NYCRR 617.6(b)(4) the Board will not coordinate review; and,

BE IT FURTHER RESOLVED,

that the Town Board as an involved agency with the broadest governmental powers for investigation of the environmental impacts of the proposed action, hereby declares it is Lead Agency with respect to SEQRA review of the proposed action; and,

BE IT FURTHER RESOLVED,

that the Town Board hereby refers the application to the Town Planning Board for a recommendation on both a SEQR determination of significance and the Development Master Plan, said recommendation to be provided consistent with the procedures as outlined in the Town Zoning Law.

On a motion made by Councilwoman Becker, seconded by Councilwoman Sasso, and a vote of 5 for, 0 against, and 0 absent, this RESOLUTION was adopted on April 13, 2016.

Steven Boisevert, Bergmann Associates, presented.
A motion to adopt the SEQR Resolution and classify the Boise International, Ltd., Development Master Plan Application an Unlisted Action and refer it to the Planning Board was offered and approved as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Joyce Becker, Board Member
SECONDER: Julie Sasso, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

• UPDATE DISCUSSION OF NED AND PILGRIM PIPELINES

Councilman VanLuven gave an update of the progression of the NED and Pilgrim pipelines. A few individuals commented on the grassroots efforts to oppose the pipelines.

• REQUEST FROM THE DIRECTOR OF MIS TO APPROVE THE PURCHASE OF SUNGARD NAVILINE EDGE ADD-ON MODULE FOR THE TOWN’S SUNGARD ENTERPRISE FINANCIAL SYSTEM

A motion to approve the purchase of Sungard Naviline Edge Add-on Module for the Town's Sungard Enterprise Financial System was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Joyce Becker, Board Member
SECONDER: Julie Sasso, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

• REQUEST FROM DEPUTY COMMISSIONER OF PUBLIC WORKS TO APPROVE A TASK ORDER FOR $72,200 TO CHA FOR THE DINMORE ROAD WELLFIELD ELECTRICAL SERVICE AND AUTHORIZE THE SUPERVISOR TO SIGN THE TASK ORDER.

A motion to approve the task order for $72,200 to CHA for the Dinmore Road Wellfield Electrical Service and authorize the Supervisor to sign the task order was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Doris Davis, Board Member
SECONDER: Julie Sasso, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

• REQUEST BY DEPUTY COMMISSIONER OF PUBLIC WORKS TO APPROVE $64,605.10 TO LANE ENTERPRISES, INC. FOR A MATERIAL PURCHASE RELATED TO THE KRAMKILL ROAD CULVERT REPLACEMENT

A motion to approve $64,605.10 to Lane Enterprises, Inc for a material purchase related to the Krumkill Road culvert replacement was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: David VanLuven, Board Member
SECONDER: Joyce Becker, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

• REQUEST BY DEPUTY COMMISSIONER OF PUBLIC WORKS TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ALBANY, RELATED TO THE KRAMKILL ROAD CULVERT REPLACEMENT
A motion to approve a Memorandum of Understanding with the City of Albany, related to the Krumkill Road culvert replacement was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Doris Davis, Board Member
SECONDER: Julie Sasso, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

• REQUEST FROM DEPUTY COMMISSIONER OF PUBLIC WORKS FOR AUTHORIZATION TO USE UP TO $365,000 FROM THE WATER FUND CAPITAL RESERVE FUND, SUBJECT TO PERMISSIVE REFERENDUM, TO BE USED FOR THE VLY CREEK RESERVOIR DAM AND DIKE LOW LEVEL OUTLET IMPROVEMENTS PROJECT.

RES # 2016-019

RESOLUTION AND PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Bethlehem in the County of Albany, State of New York has on the 13th day of April 2016, duly adopted, subject to a permissive referendum, a resolution as follows:

WHEREAS, the Town Board of the Town of Bethlehem has determined that it is necessary to fund construction related to the Vly Creek Reservoir Dam and Dike Low Level Outlet Improvements Project; and,

WHEREAS, it is estimated that the cost of said work will not exceed $365,000; and,

WHEREAS, in recognition of these needs, funds for such purpose are in the Water Fund Capital Reserve Fund and,

NOW, THEREFORE, BE IT RESOLVED, that it is in the public interest to complete the construction related to the Vly Creek Reservoir Dam and Dike Low Level Outlet Improvements Project, as described above; and,

BE IT FURTHER RESOLVED, that the Town Board authorizes the expenditure of the reserve moneys to fund this project up to a maximum amount of $365,000; and,

BE IT FURTHER RESOLVED, that the Town Comptroller is authorized to expend from the Water Fund Capital Reserve Fund the funds necessary up to $365,000 in said reserve fund; and

This resolution shall be subject to permissive referendum, as permitted by law.
The motion to adopt the resolution was made by Councilwoman Becker, was seconded by Councilman VanLuven and duly adopted by the following vote:

AYES: Supervisor Clarkson, Councilwoman Becker, Councilwoman Davis, Councilwoman Sasso, Councilman VanLuven

NOES: none

ABSENT: none

DATED: April 13, 2016

A motion to adopt the Resolution authorizing the use of up to $365,000 from the Water Fund Capital Reserve Fund, subject to permissive referendum, to be used for the Vly Creek Reservoir Dam and Dike Low Level Outlet Improvements Project was offered and approved as follows:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Joyce Becker, Board Member
SECONDER: David VanLuven, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

- REQUEST FROM DEPUTY COMMISSIONER OF PUBLIC WORKS TO REJECT THE BID MADE BY POLLARD EXCAVATING INC. AND AWARD THE VLY CREEK RESERVOIR DAM AND DIKE LOW LEVEL OUTLET IMPROVEMENTS PROJECT TO KINGSBURY COMPANIES LLC FOR $346,000 AND AUTHORIZE THE SUPERVISOR TO SIGN THE CONTRACT DOCUMENTS.

A motion to reject the bid made by Pollard Excavating Inc and award the Vly Creek Reservoir Dam and Dike Low Level Outlet Improvements Project to Kingsbury Companies LLC for $346,000 and authorize the Supervisor to sign the contract documents was offered and approved as follows:

RESULT: APPROVE [UNANIMOUS]
MOVER: Julie Sasso, Board Member
SECONDER: Doris Davis, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

- REQUEST FROM DEPUTY COMMISSIONER OF PUBLIC WORKS TO APPROVE TASK ORDER FOR DESIGN SERVICES RELATED TO THE DELAWARE AVENUE WATERMAIN REPLACEMENT IN THE AMOUNT OF $35,500 TO CHA COMPANIES AND AUTHORIZE THE SUPERVISOR TO SIGN THE TASK ORDER.

A motion to approve the task order for design services related to the Delaware Avenue watermain replacement in the amount of $35,500 to CHA Companies and authorize the Supervisor to sign the task order was offered and approved as follows:
RESULT: APPROVE [UNANIMOUS]
MOVER: David VanLuven, Board Member
SECONDER: Joyce Becker, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven

VI. New Business

none

VII. Adjournment

Motion To: Adjourn

RESULT: ADOPT [UNANIMOUS]
MOVER: Doris Davis, Board Member
SECONDER: Julie Sasso, Board Member
AYES: Becker, Clarkson, Davis, Sasso, VanLuven
AGREEMENT
for
ADVANCED LIFE SUPPORT FIRST RESPONSE SERVICES
between
THE COUNTY OF ALBANY
and
THE TOWN OF BETHLEHEM

Contract Authorization:
Resolution No.: 41 of 2016

This is an Agreement made by and between The County of Albany, acting through the Albany County Sheriff's Office, with offices located at Albany County Court House, 16 Eagle Street, Albany, New York 12207, (hereinafter referred to as the "County") and the Town of Bethlehem with offices located at 445 Delaware Avenue, Delmar, New York 12054 (hereinafter referred to as the "Town", the County and Town may be referred to as the "Party" or the "Parties").

WITNESSETH:

WHEREAS, the County provides emergency medical services in Albany County through an Advanced Life Support (hereinafter "ALS") Program, and

WHEREAS, municipalities within Albany County may participate in the ALS Program through agreements requiring financial contribution, and

WHEREAS, the Town as a participant in an “advanced life support system” contracts with the County or the provision of an Advanced Life Support First Response Service to serve the municipality, and

WHEREAS, the Town has contracted with various Basic Life Support transporting agencies (hereinafter “BLS providers”) to provide for Basic Life Support (hereinafter “BLS”) care and transportation of persons requiring such services within the Town.

WHEREAS, the County Legislature authorized the County Executive to enter into a one-year agreement with the Municipality regarding the aforesaid Service by Resolution No. 41 for 2016, for the period January 1, 2016 through December 31, 2016;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:
ARTICLE 1. SCOPE OF SERVICES

1.1 During the term of this Agreement, the County agrees to perform the following services:

1.1.1 Provide advanced life support (paramedic) services throughout the TOWN, under applicable provisions of the Public Health Law, upon availability, through direct response and mutual (aid) cooperation from providers in the Town and adjoining towns, in addition to, and not in competition with, municipal, full-time volunteer or private agencies providing first response or ambulance services.

1.1.2 Such advanced life support services are to be provided to the following Fire District geographical areas: (1) Delmar Fire District, (2) Elsmere Fire District, (3) Slingerlands Fire District, (4) Selkirk Fire District and (5) Elmwood Park Fire District.

1.1.3 The services will be provided, upon availability, through simultaneous dispatch with local ambulance services, as a first response or support service, in compliance with the New York State Public Health Law, the New York State rules and regulations pertinent thereto, the guidelines of the regional Medical Control Board and the Regional Emergency Medical Organization.

1.1.4 If the services are first response services, the medic will perform an ALS level assessment of the patient, and begin and continue to direct treatment of the patient so long as the patient requires ALS services. If the patient does not require ALS services as determined by the paramedic’s assessment and evaluation, the paramedic will assist the transporting agency upon request. The ALS service is intended to be a first response (fly car support) service, not an advanced life support transport service. In any case where a patient requires ALS intervention during transport and the local agency cannot provide such services or requests Sheriff ALS intervention, the County’s medic will provide such ALS service to the destination medical care facility.

1.1.5 Five paramedic cars will be made available days, four paramedic cars will be made available nights, seven days per week. However, in the event any cars are out of service and/or unavailable to respond, ALS support will be provided through mutual aid.

1.2 Subject to the conditions described in Section 1.1.5, two advanced life support paramedics and two mobile units (hereinafter “cars”) will be available to service municipality at all times, twenty-four (24) hours per day, seven days per week. The Town and County, in their discretion and pursuant to ancillary agreement(s) with transporting agencies, may choose to deploy and utilize the County paramedics to
staff ambulances. Such ambulance staffing option will only occur after the development of a paramedic staffing utilization policy approved by the medical director of any affected transporting agency. Nothing contained herein shall in any manner detract from the authority to the County paramedic to render advanced life support care pursuant to this Article. In the event that all paramedics and/or cars are out of service and/or unavailable to respond, then advanced life support first response service will be provided through mutual aid by another qualified ALS Agency.

1.3 It is the understanding by and between the County and the Town that the primary responsibility of the Basic Life Support ambulance crew and the ALS providers from the County is the care, treatment and transportation of the sick or injured individual receiving services. In no circumstance shall the care, treatment and transportation of the patient be influenced or modified by demands made by any police agency or other authority, except within the discretion of the relevant ambulance crew and/or the ALS crew administering aid, which discretion shall be effected guardedly and in the best interests of the care of the patient first and foremost.

ARTICLE 2. FEES

2.1 In consideration of the terms and obligations of this Agreement, the Town agrees to pay and the County agrees to accept fees as set forth herein for all services rendered under this Agreement.

2.2 The total fees and expenses due from the Town for services rendered during the contract period shall not exceed the sum of NINE HUNDRED SEVENTY SIX THOUSAND, FIVE HUNDRED SIXTY THREE and 92/100 ($976,563.92) DOLLARS (US CURRENCY) less net charges received by the County through the collection of ALS charges as provided in ARTICLE 3 of this AGREEMENT. Payment of fees shall be made by the Town to the County, upon semi-annual billing by the County in June and December. Such billing shall represent approximately six months expenses and costs for the services previously provided.

2.3 The fees to the Town shall be based upon population, such that the population of the Town of Bethlehem and other participating municipalities will be a determining factor of the share owed by each respective municipality for the services rendered and the expenses incurred in the ALS budget maintained by the County. The determination of population shall be taken from the last federal census, or the most recent state or local census, if any, whichever is most current in the joint opinion of the County and the Town.

2.4 The County agrees to submit to the Town its proposed budget for the next succeeding year prior to September 15th of the current year, specifying
estimated expenses and costs for the ALS Program, including start-up costs and services rendered for the contract period, if any, to include a statement of maximum fee to be charged to the Town for all services rendered and anticipated.

2.5 The Town may request and the County will provide additional back-up information and calculations utilized in forming the County's proposed ALS budget.

ARTICLE 3. ALS REVENUE RECOVERY AND FINANCIAL CONTROLS

3.1 The County, as the provider of ALS services is a participant in a comprehensive regulatory scheme by the Town and County to manage the delivery of emergency medical services, and agrees to institute billing for such services. The County agrees to implement such practices and approve such policies, procedures and resolutions as may be necessary to authorize and facilitate revenue recovery for ALS services provided pursuant to this contract and as authorized by General Municipal Law Section 122-b, as may be amended or superseded.

3.2 The County agrees to contract with, delegate, and assign to the Town's BLS providers and their respective billing vendors the authority to bill for ALS services provided by the County.

3.3 The BLS providers, as the transporting agencies, will cause bills for services to be issued to patients, their insurers (including private insurers, Medicare and Medicaid) and their guarantors at the usual and customary rates as recommended by the County and the BLS providers and as approved by the Town for the provision of ambulance services including ALS services. Bills for services will only be submitted to patients transported to or from healthcare or related facility or as otherwise permitted by law.

3.4 The BLS providers will only bill for charges for ALS services where the County has provided the requisite ALS evaluation or treatment and the County has timely submitted to the BLS provider the necessary documentation evidencing the ALS services provided.

3.4.1 Within twenty-four (24) hours of providing ALS services within the Town, the County will provide the BLS provider with Pre-hospital Care Reports and all other ALS related documentation necessary for the transporting agency or its billing vendor to prepare a statement of charges for ALS services provided and cause the same to be submitted to the patient, its insurer, guarantor, or like entity for payment.

3.4.2 To the extent that the BLS provider or their billing vendor(s) impose an additional administration charge(s) for the inclusion of ALS billing on the billing statements sent for revenue recovery purposes, and the imposition of
said charges are approved by the Town, then the amount of the approved administration charge(s) may be deducted from the ALS revenues concurrent with their transfer of the revenues to the Town.

3.4.3 The Town’s semi-annual payments to the County for ALS services shall be reduced by the net charges realized by the County for billing of ALS services as set forth in this section 3.

3.5 To the extent that total amount of revenue recovered for a call is less than the total billed amount, then the amount ascribed to the ALS fee will be an amount determined by applying the same percentage to the net amount recovered (the total amount recovered less any administrative charges) that the ALS fee billed bears to the BLS fee billed.

3.6 All revenue collected through ALS billing will be held in a dedicated account in a federally insured banking institution approved by the County. Revenue collected by ALS revenue recovery shall be used as a partial payment to the County for fees provided for under Paragraph 2.2 of this AGREEMENT.

3.7 The Town shall enter into contracts with its BLS providers that require the BLS providers to provide the County and the Town on a monthly basis with reports evidencing the number of calls generating ALS charges for the month, the amounts billed, and the revenue received for ALS and BLS billings during the month, a listing of accounts deemed uncollectable, and such other information as the parties may agree as necessary.

3.8 The Town’s contracts with its BLS providers will provide that, on a monthly basis, the BLS provider and its billing vendor will provide the Town and the County with the following:
   3.8.1 an account reconciliation,
   3.8.2 balance sheet or trial balance,
   3.8.3 a copy of the billing vendor’s general ledger for billings, and
   3.8.4 supporting bank statements detailing ALS and BLS income and expenses

3.9 The Town’s contracts with its BLS providers will provide that, on an annual basis, the BLS provider will provide the Town and the County with an audit of its financial statements performed by a certified public accountant, including management letter.

3.10 The reports and documentation required by paragraphs 3.7, 3.8 and 3.9 will be provided in a format agreed upon by the BLS provider, the Town, and the County. Nothing herein shall be intended to require the BLS provider to disclose protected health information as governed by HIPAA or other governmental statute, rule, or regulation.
3.11 To the extent the County may directly bill patients or their insurers or guarantors (e.g. Medicaid and certain private insurers) for ALS services provided by the County, neither the BLS provider nor the billing vendor for the BLS provider shall be responsible for the County’s billing or obligated to include such billing or revenue recovery information in their reports to the Town.

3.11.1 Any monies received as revenue recovery for ALS services billed directly by the County shall be remitted to the Town. All such amounts shall be maintained by the Town in a discrete account and will be used by the Town to pay for ALS services.

3.11.2 To the extent the County directly bills for ALS revenue recovery for services provided by County, then the County shall be obligated to provide to the Town the reports otherwise required of the BLS provider and its billing vendor under this section. Such reports required from the County shall be limited to the County ALS direct billing revenue recovery only.

ARTICLE 4. AVAILABLE DATA

4.1 All technical or other data relative to the services provided under this Agreement, if any, shall be shared between the Parties without expense.

ARTICLE 5. COOPERATION

5.1 The Parties, their officials, agents, employees, officers, and representatives shall cooperate with each other to the end that the services provided under this Agreement will proceed expeditiously and economically.

ARTICLE 6. ACCOUNTING RECORDS

6.1 Proper and full accounting records shall be maintained by the County. Such records shall clearly identify the costs of the services performed. The records shall be subject to periodic and final audit by the Town upon request. The records shall be accessible to the Town for a period of six (6) years following the date of any bill for services made hereunder.

ARTICLE 7. ASSIGNMENT

7.1 Pursuant to General Municipal Law Section 109, the County is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the County’s right, title or interest therein without the prior written consent of the Town.
ARTICLE 8. OWNERSHIP OF MATERIALS

8.1 All rights, title and ownership in and to all written materials prepared under the provision of services shall be in the County including the right of republication.

8.2 In the event that the Parties should terminate this Agreement, the Town shall be reimbursed by the County on a pro rata basis for any amounts received by the County from the Town and used to purchase vehicles and equipment. An independent appraisal of said equipment shall be made at the time of termination and pro rata reimbursement shall be made to the Town within a reasonable time following termination.

ARTICLE 9. INDEPENDENT CONTRACTOR

9.1 The County, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or other such representative of the Town by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand, or application to or for any right or privilege applicable to an agent, employee, or other such representative of the Town, including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE 10. INDEMNIFICATION

10.1 To the fullest extent permitted by law, the County shall defend, indemnify and save harmless the Town, its officials, employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, the County's negligent or intentional acts or omissions or for the acts or omissions of its officials, employees and agents, to the extent of the County's responsibility for its claims, damages, losses and expenses.

10.2 To the fullest extent permitted by law, the Town shall defend, indemnify and save harmless the County, its officials, employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, the Town's negligent or intentional acts or omissions or for the acts or omissions of its officials, employees and agents, to the extent of the Town's responsibility for its claims, damages, losses and expenses.
ARTICLE 11. INSURANCE

11.1 The County agrees to procure and maintain comprehensible general liability and business auto insurance in the sum of one million primary and five million dollars excess/umbrella, to provide coverage for the acts or omissions of County officers, employees, agents and equipment for general liability, professional liability, automobile liability and other insurance as may be required to insure against problems. The County will also provide Worker’s Compensation and Disability insurance as required by law. All liability insurance coverage shall name the Town as an additional insured and the County agrees to provide evidence of such coverage to the Town prior to providing any services under this Agreement.

ARTICLE 12. TERM AND TERMINATION

12.1 The services provided for in this Agreement shall commence on January 1, 2016 and continue in effect until January 1, 2017 or unless otherwise terminated as set forth below.

12.2 The Parties shall have the right at any time to terminate this Agreement, without cause, upon ninety days prior written notice, by certified mail return receipt requested. In the event of termination, the County shall be entitled to payment for all work heretofore authorized and performed up to the effective date of the termination.

ARTICLE 13. LICENSES

13.1 The County shall at all times obtain and maintain all licenses and certifications required by New York State to perform the services required under this Agreement.

ARTICLE 14. NON-DISCRIMINATION

14.1 The County shall not discriminate against any resident or employee of the County on the basis of race, color, creed, national origin, gender, sexual orientation, military status, handicap or source of payment.

ARTICLE 15. NON-APPROPRIATION

15.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event that no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for continuation of the ALS service. The County will immediately notify the Town of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any
kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 16. APPLICABLE LAW

16.1 This Agreement shall be construed for all purposes under the laws of New York.

ARTICLE 17. NOTICE

17.1 All notices required to be given or made shall be given or made to:

TOWN                  COUNTY
Supervisor            Albany County Sheriff
Town of Bethlehem     Albany County Courthouse
445 Delaware Avenue   16 Eagle Street
Delmar, NY 12054      Albany, NY 12207

ARTICLE 18. INVALID PROVISIONS

18.1 In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of such covenant, condition or provision shall, in no way, affect any other covenant, condition or provision; provided, however, that the invalidity of any covenant, condition or provision does not materially prejudice either Party in a respective right and obligation contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE 19. PRIVACY OF PERSONAL HEALTH INFORMATION (HIPAA)

19.1 In order to comply with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Town and County collectively referred to as Municipalities, their employees, administrators and agents (hereinafter the "Municipality" shall be interpreted to mean Municipality, its employees, administrators, and agents) shall not use or disclose protected health information (PHI) other than as permitted or required by this Agreement or law. Municipalities shall use all appropriate safeguards to prevent use or disclosure of PHI at all times. Municipalities shall maintain compliance with all U. S. Department of Health and Human Services, Office of Civil Rights policies, procedures, rules and regulations applicable in the context of this Agreement.

19.2 Municipality shall mitigate any harmful effect that is known to Municipality of a use or disclosure of PHI by Municipality in violation of the
requirements of this Agreement. Municipality shall immediately report to the County any use or disclosure of PHI not provided by this Agreement of which it becomes aware. Municipality shall ensure any subcontractors of Municipality to which PHI is supplied, created, used or maintained shall be bound by the requirements of this article.

19.3 Municipality shall provide access to PHI in a designated record set to the County or as directed by the County to an individual in order to meet the requirements of HIPAA. Municipality shall make any amendments to PHI in a designated record set that the County directs or agrees to under HIPAA at the request of the County or the individual, and in the time and manner established by the County.

19.4 Municipality shall make internal practices, books, records, including policies and procedures and PHI available to federal authorities in a time and manner designated by the federal authorities for purposes of determining compliance with HIPAA.

19.5 The County reserves all rights to terminate this Agreement upon knowledge of a material breach by Municipality of the requirements of this Article.

19.6 Each Party agrees to amend this Agreement as necessary to reflect any obligations of a Party under the administrative simplification provisions of HIPAA and any rules or regulations authorized or mandated by HIPAA. The Parties shall make good faith, best efforts to agree upon and have such amendments incorporated into an addendum to this Agreement, or, as appropriate, to enter into a business associate agreement, trading partner agreement, chain of trust partner agreement and/or any other agreement required on or before the compliance date specified by an applicable administrative simplification provision or provisions under HIPAA.
IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by an authorized official, and the Municipality, by and through an act of a duly authorized officer, effective the day and year last below written.

COUNTY OF ALBANY

DATED: _______

BY: __________________________
    Daniel McCoy
    County Executive
    Or
    Phillip Calderone
    Deputy County Executive

TOWN OF BETHLEHEM

DATED: _______

BY: __________________________
    John Clarkson
    Supervisor

STATE OF NEW YORK )
 ) ss.:
COUNTY OF ALBANY )

On the _____ day of ________, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Daniel McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________________
NOTARY PUBLIC
STATE OF NEW YORK)

COUNTY OF ALBANY)

On the _____ day of ______ , 2016, before me, the undersigned, a notary public in
and for the state, personally appeared Philip Calderone, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the attached instrument and acknowledged to me that s/he executed
the same in his/her capacity, and that by his/her signature on the instrument, the
individual, or the person upon behalf of which the individual acted, executed the
instrument.

______________________________
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF ALBANY)

On the _____ day of _____ , 2016, before me, the undersigned, a notary public in
and for the state, personally appeared, John Clarkson, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the attached instrument and acknowledged to me that s/he executed
the same in his/her capacity, and that by his/her signature on the instrument, the
individual, or the person upon behalf of which the individual acted, executed the
instrument.

______________________________
NOTARY PUBLIC
AGREEMENT BETWEEN TOWN OF BETHLEHEM AND
THE DELMAR VOLUNTEER AMBULANCE SERVICE, INC.
D/B/A DELMAR-BETHLEHEM EMS
FOR AMBULANCE SERVICE IN THE
TOWN OF BETHLEHEM

THIS AGREEMENT, made effective the 1st day of January, 2015, between the
TOWN BOARD OF THE TOWN OF BETHLEHEM, (hereinafter “TOWN”) with offices
located at 445 Delaware Avenue Delmar, New York 12054 and the DELMAR
VOLUNTEER AMBULANCE SERVICE, INC. d/b/a DELMAR-BETHLEHEM EMS
(hereinafter “D-BEMS”), a not-for-profit corporation organized and existing under the
laws of the State of New York, with its office and principal place of business at 145
Adams Street, Delmar, New York 12054;

WITNESSETH:

WHEREAS, the TOWN has historically and intends to continue to exercise the
authority conferred by General Municipal Law §122-b authorizing the TOWN to provide
for emergency medical services, advanced life support (“ALS”) first responder services,
and general ambulance services (hereinafter collectively referred to as “ambulance
service[s]”) within the boundaries of the TOWN and further, to formulate such rules and
regulations as the TOWN deems necessary relating to the provision of ambulance
services, and further, to contract with New York State Certified agencies and operators
for ambulance services within the TOWN upon such terms and provisions set forth in
this Agreement; and

WHEREAS, the TOWN by this AGREEMENT and in conjunction with other
related agreements, by and amongst the TOWN, the agencies or operators providing
ambulance services in the TOWN, and the vendors contracting with those agencies and operators and which are incorporated by reference hereto, intends to provide a comprehensive regulatory system for the provision of ambulance services in the TOWN; and

WHEREAS, the TOWN by this AGREEMENT, desires to establish a uniform and contractual arrangement for ambulance service with D-BEMS with the provision that D-BEMS will pursue revenue recovery for ambulance services provided within the TOWN and that the revenue generated through revenue recovery will be applied to the benefit of the TOWN to: 1) offset the costs of the provision of ambulance services in the TOWN; 2) lessen the tax burden for TOWN residents; and 3) provide for the continued development, quality assurance, and quality improvement of ambulance services within the TOWN;

NOW THEREFORE, in consideration of the mutual promises recited herein and other good and valuable consideration set forth in this AGREEMENT, the TOWN does contract with D-BEMS to furnish ambulance service to said TOWN, and D-BEMS agrees to furnish such ambulance service, in accordance with the following provisions:

1. TERM

This AGREEMENT shall be effective from January 1, 2015, until December 31, 2016. This AGREEMENT will automatically renew upon the expiration of the stated TERM in the absence of the parties' execution of a subsequent contract. It is the intent of the parties to maintain this AGREEMENT in place unless renewed, superseded, or terminated. This AGREEMENT may also be renewed upon the written consent of both parties.
2. MODIFICATION

This AGREEMENT and any provision herein may be modified at any time, in writing, upon the consent of both parties. It is contemplated by the parties that fees for services set forth in Schedule “B” will be updated periodically during the term of this AGREEMENT as recommended by D-BEMS and as necessary to keep the amounts of the fees current with maximum allowable, usual and customary rates for such services.

3. D-BEMS’S OBLIGATIONS

A. D-BEMS will provide Basic Life Support (BLS) ambulance service to residents of the TOWN and to non-residents for medical emergencies occurring in the TOWN. D-BEMS will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such BLS ambulance service and shall comply with the lawful mandates of the State of New York Department of Health and the Regional Emergency Medical Organization, and such other requirements, rules, and regulations as set forth in Schedule “A”, for the operation of such ambulance service.

B. D-BEMS will seek revenue recovery from persons utilizing the ambulance service. Pursuant to mandate by the TOWN, D-BEMS will not seek to collect co-pays or deductibles from residents of the TOWN. This mandate is authorized by lawful resolution of the
TOWN and the annual remittance by the TOWN to D-BEMS, through credits or offsets, of an amount reasonably calculated to compensate D-BEMS for the amount of uncollected co-pays and deductibles of TOWN residents.

C. D-BEMS shall adhere to all rules and regulations promulgated by the TOWN for ambulance services.

D. D-BEMS shall provide the TOWN with the accounting and reporting of calls, revenues, and other matters as set forth in this AGREEMENT.

E. Prior to the fifteenth day of September, D-BEMS will submit to the Town Clerk for distribution to the Town Board a proposed budget for the forthcoming calendar year. The budget shall contain sufficient detail of the projected expenses, revenues and fund balances for the forthcoming year and be in such form as the TOWN may request. In addition, the proposed budget will contain a listing of the amount of revenues collected by revenue recovery through June 30 of the present calendar year and a forecast of projected revenues through the balance of the present calendar year.

4. **TOWN’S OBLIGATIONS**

A. In consideration for services provided by D-BEMS, the TOWN will provide D-BEMS with an annual payment of $198,052 derived from annual tax levied on the TOWN, and payable in two payments on or
by the 15th day of February.

B. A portion of said payment from the TOWN shall constitute the amount reasonably calculated to reimburse D-BEMS for D-BEMS’s waiver of collection of insurance co-payments and deductibles from TOWN residents. Upon any renewal of this Agreement, the amount reasonably determined by the Town to reimburse D-BEMS for the renewal year will be recalculated based upon the prior year’s waiver total amount and that amount will be designated as a portion of payment made in the renewal year.

C. The TOWN will enact such lawful resolutions as necessary to effect the intended purposes of this AGREEMENT. The TOWN will establish and approve a schedule of fees or charges to be paid by persons using the ambulance service. The TOWN will consider the recommendations of D-BEMS when establishing and updating the schedule of fees or charges. The current schedule of fees or charges is annexed hereto as Schedule ‘B’.

D. The TOWN will provide emergency call answering and ambulance dispatching through the Town of Bethlehem Police Department and Bethlehem Fire Control or alternative dispatch providers.

5. REVENUE RECOVERY

A. D-BEMS as the transporting agency will bill patients, their insurers (including private insurers, Medicare and Medicaid) and guarantors
at the usual and customary rates as approved by the TOWN for the provision of ambulance services and where applicable and authorized, for ALS first responder services. Bills for services will only be submitted to patients transported to or from a health care or health related facility, for properly chargeable ALS treatment or assessments, or as otherwise permitted by law. The expenses incurred for pursuing revenue recovery shall be borne by D-BEMS and subtracted from those sums received from third parties for service, including any additional costs to D-BEMS for providing billing services attributable to ALS billing and D-BEMS may contract with vendor(s) to supply revenue recovery billing services. Any proposed contracts for billing services or for contractors to be retained by D-BEMS in order to pursue revenue recovery shall be subject to the approval of the TOWN and the TOWN’s approval of such contracts shall not be unreasonably withheld.

B. Pursuant to ancillary agreements, D-BEMS will cooperate and coordinate with the TOWN’S ALS provider for revenue recovery of lawfully collectible ALS charges and fees for ALS services provided. Any ALS revenue recovery funds collected by the billing vendor and remitted to D-BEMS, net of any additional cost to D-BEMS of providing the ALS billing services, will be promptly transferred from D-BEMS to the TOWN.
6. **INDEMNITY**

To the fullest extent permitted by law, D-BEMS will defend, indemnify and hold harmless the TOWN in any claim for personal injuries including death, damages to persons or property, injunctive relief or administrative enforcement arising out of D-BEMS's operations, actions, or obligations under the AGREEMENT. To the fullest extent permitted by law, the TOWN will indemnify and hold harmless D-BEMS in any claim for personal injuries including death, damages to persons or property, injunctive relief or administrative enforcement arising out of the TOWN's operations, actions, or obligations under this AGREEMENT.

7. **INSURANCE**

D-BEMS shall procure and maintain general liability insurance including EMS provider's (professional health care services) liability coverage with limits of liability of no less than $1 million dollars primary coverage per occurrence and $5 million dollars excess/umbrella, and shall name the TOWN as additional insured on a primary basis under such policy for any claims arising out of the operations, actions, or obligations of D-BEMS in providing ambulance services. D-BEMS will provide commercial or business vehicle coverage on all vehicles with minimum limits of $1 million dollars primary coverage, $5 million dollars excess umbrella. D-BEMS will provide a certificate(s) of insurance to the TOWN evidencing the existence of the procured coverages and the additional insurance endorsements required herein.
8. AUDIT AND FINANCIAL CONTROL

A. Revenue collected by D-BEMS will be deposited in a federally insured bank account. The bank account shall be established and structured in a manner that the release of revenue recovery account funds may only be made upon the authorization of the TOWN. The release of revenue recovery account funds in a total amount less than or equal to the approved annual budgeted amount is hereby authorized pursuant to this AGREEMENT. The release of revenue recovery account funds in excess of the approved annual budgeted amount may only be authorized upon the further express, written consent of the TOWN. Since the initiation of revenue recovery, the Town Comptroller has implemented procedures for the accounting of revenues from D-BEMS and for the release of account funds to provide for the orderly administration, disbursement, and accounting of funds from such account. The procedures previously implemented by the Town Comptroller before the effective date of this AGREEMENT that have monitored D-BEMS’S revenue recovery operations but have not unreasonably restricted the availability of account funds to D-BEMS are intended to continue and may be refined or modified as the TOWN deems necessary or as may be required by law.

B. On A Monthly Basis:

• D-BEMS will provide the TOWN with reports prepared by D-BEMS or its billing vendor evidencing the number of calls generating bills,
amounts billed, revenue received, accounts deemed uncollectible and such other non-privileged financial information as the TOWN may require.

- D-BEMS will provide the TOWN with copies of bank statements and account reconciliations for the funds designated in Section 8(A).

C. On An Annual Basis and no later that May 1:

- D-BEMS will have an audit of its financial status and revenue recovery operations performed by a certified public accountant and a copy of such audit shall be provided to the TOWN.

- D-BEMS will provide the TOWN with an annual summary of the number of calls and call type, revenues, expenses, and other measurable deliverables as the TOWN may request in a format acceptable to the TOWN.

- D-BEMS will provide the TOWN a copy of D-BEMS’S filed IRS FORM 990s during the term of this Agreement.

D. With the exception of the annual audit prepared by the certified public accountant, any reports and documentation required herein will be provided to the TOWN in a format either approved by or acceptable to the Town Comptroller. Nothing herein shall require D-BEMS to disclose a patient’s identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

E. Donations made to D-BEMS and other sources of revenue not arising from revenue recovery shall not be considered revenue for purposes of this Section.
9. **SEVERABILITY**

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

10. **VENDOR STATUS**

D-BEMS is a vendor to the TOWN pursuant to General Municipal Law §122-b. As such, D-BEMS is neither an agent nor a department of the TOWN. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

11. **NO ASSIGNMENT**

Pursuant to General Municipal Law §109, D-BEMS is prohibited from assigning or transferring its obligations, rights, title and interests under this AGREEMENT to any other person or entity without the express written consent of the TOWN. To the extent that any portion of the revenue recovery services or billing services may be or are (sub)contracted or delegated to a third party by D-BEMS (which subcontracting or delegating the parties acknowledge is expressly authorized herein), no such contract with or delegation to such third party will be deemed to satisfy or release D-BEMS from any obligations or duties D-BEMS owes to the TOWN under this AGREEMENT.
12. CONTINUATION OF PRIOR CONTRACTS

This AGREEMENT acknowledges the continuation of the prior Agreements between the parties dated December 2008, June 2012 and January 2013 according to their terms and conditions through the later of January 1, 2015 or the execution of this Agreement.

TOWN OF BETHLEHEM

By: ___________________________ Dated________________________
    John Clarkson, Supervisor

DELMAR VOLUNTEER AMBULANCE SERVICE, INC.

By: ___________________________ Dated________________________
    David Scoons, President
SCHEDULE ‘A’

2015-2016 Ambulance Deliverables

Financial
- Annual audit
- Monthly call reconciliation
- Assistance and compliance with ALS billing administration
- Routine statistical reporting
  - Gross charges, contractual write-off amount, waived resident charges, net billed, percentage billed ALS/BLS, billing recovery, billing recovery percentage, uncollectable total

Staffing
- Driver training policy
- Insurance coverage
- Use of LENS for monitoring drivers’ DMV status
- Routine physicals for all members

Operational
- First call immediate response daylight hours
- Staffing to assure coverage for expected peak ambulance need
- Routine reporting
  - Number of calls
  - Number of transports
  - Number of RMAs
  - Number of unanswered calls requiring mutual aid (“turned calls”)  
  - Percent of transports with EMT-P on board
## SCHEDULE ‘B’

2015 & 2016 Town of Bethlehem Schedule of Fees and Charges per GML §122-b

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLS 2015/2016</td>
<td>$725/$735</td>
</tr>
<tr>
<td>ALS 1 2015/2016</td>
<td>$1025/$1035</td>
</tr>
<tr>
<td>ALS 2</td>
<td>$1100</td>
</tr>
<tr>
<td>Mileage 2015/2016</td>
<td>$20/$30 per mile</td>
</tr>
<tr>
<td>ALS Assessment Fee</td>
<td>$300</td>
</tr>
</tbody>
</table>
(Use this form to file a local law with the Secretary of  

County
City
of

Town

Village

Local Law No. of ____________________________________________________________________________ 2016

A local law Amending the Code of the Town of Bethlehem, Chapter 128, Section 13,  

Zoning Map __________________________________________________________________________________ 

Be it enacted by the Town Board of the  

County
City
of

Town

Village

as follows:

Section 1. AMENDMENTS TO CHAPTER 128 ZONING

The Code of the Town of Bethlehem, Albany County, New York, Chapter 128, “Zoning”, is hereby amended as follows:

1. Amend § 128-13 “Zoning District Map” to rezone parcel 96.00-01-31 from Residential A zoning district to Planned Development District zoning district and incorporate into the Van Dyke Spinney Planned Development District.

Section 2. SEVERABILITY

Should any word, phrase, clause, sentence, paragraph, section, part or provision of this Local Law be found by the courts to be unconstitutional or invalid, such decision shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts

Section 3. EFFECTIVE DATE

This Local Law shall take effect immediately upon its filing with the Secretary of State of the State of New York.

(If additional space is needed, attach Pages the same size as this sheet, and number each.)
Request from the Director of Economic Development and Planning for the Town Board to approve the Van Dyke Spinney Planned Development District Amendment Approval Resolution

RESOLUTION NO. XX

TOWN BOARD OF THE TOWN OF BETHLEHEM

APPROVAL OF PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT

Van Dyke Spinney Senior Citizen Housing Project
Van Dyke Road

PDD Amendment Application
Van Dyke Spinney, LLC

Pursuant to Section 128-40 (Planned Development District) of the Zoning Law of the Town of Bethlehem, the Planning Board of the Town of Bethlehem has reviewed the Van Dyke Spinney Planned Development District (PDD) amendment application, and forwarded comments and recommendations to the Town Board of the Town of Bethlehem.

Description of Project

The proposed action involves an application for the amendment to the Van Dyke Spinney PDD in the Town of Bethlehem. The amendment consists of adding 0.96 acres of land along Van Dyke Road to the existing PDD zoning district consisting of 87.89 +/- acres to construct an approximately 5,000 sq.ft. clubhouse/community center for residents of the Van Dyke Spinney Senior Citizen Housing development. The action would amend the current zoning district designation on 0.96 +/- acres of the parcel located on the eastern side of Van Dyke Road (formerly known as the Greer parcel) from Residential “A” District (RA) to PDD. Project components also consist of parking areas and outdoor recreation areas, modification to the phasing plan, modification to the phase 3 layout, and the addition of 10 units to the area previously proposed for the clubhouse. The addition of 10 units remains consistent with the original PDD approval of 229 units (total units in Phase 1 - 4 is 224).
Specifically, this PDD amendment consists of the following:

- Rezone of 0.96 acres of land (former Greer parcel) from Residential A to PDD, and inclusion in the Van Dyke Spinney PDD. A condition of approval is that the Greer parcel will be merged with the existing Van Dyke Spinney LLC land and the 50-ft PDD buffer on the north and south side of the Greer parcel will be removed.

- Relocation of the community center/clubhouse from Phase 4 to the 0.96 acres of land.

- Ten units to be constructed in the previous clubhouse location.

- Revised phasing plan to remove phase 5. Units from Phase 5 to be built during Phase 3 and 4 construction.

- Walking path to connect the multi-use path from Ruysch Road to Van Dyke Preserve.

**Project Location**

The proposed PDD amendment would include 0.96+- acres of the lands, formerly known as the Greer parcel (tax parcel id 96.00-01-31) located along the east side Van Dyke Road between Phase 1 and Phase 2 of the Van Dyke Spinney Senior Citizen Housing development in the Town of Bethlehem, Albany County, New York.

**Title of Drawings**

The Van Dyke Spinney Amendment to the Planned Development District, Town of Bethlehem, County of Albany, State of New York

Sheet 1 of 7 - Original Phase Map, Phase 1 thru 5; dated 4/21/2015, revised 3/9/2016

Sheet 2 of 7 - Plan Sheet, Phase 1 - 4 and Community Center; dated 4/21/2015, revised 3/9/2016
Sheet 3 of 7 - Plan Sheet, Phase 1, 2 and Community Center; dated 4/21/2015, revised 3/9/2016

Sheet 4 of 7 - Community Center Site and Grading Plan; dated 4/21/2015, revised 3/9/2016

Sheet 5 of 7 - Zoning Map; Phases 1 - 4 and Community Center; dated 4/21/2015, revised 3/9/2016

Sheet 6 of 7 - Green Infrastructure Run-off Reduction Plan; dated 12/17/2015, revised 3/9/2016

Sheet 7 of 7 - Van Dyke Spinney PDD Boundary Map; Map of Survey of the Portion of Lands of the Van Dyke Spinney LLC; dated 2/22/2016, revised 3/9/2016

Prepared By: Brewer Engineering, East Greenbush, New York

**Title of Community Center/Clubhouse Elevations**

Sheet A201, Proposed Elevations, The Spinney at Van Dyke Community Center, Van Dyke Road, Delmar; dated 3/1/16, prepared by Nolan Engineering PLLC, Burnt Hills, New York

Sheet A202, Proposed Elevations, The Spinney at Van Dyke Community Center, Van Dyke Road, Delmar; dated 3/1/16, prepared by Nolan Engineering PLLC, Burnt Hills, New York

**PDD Application Contents**

This PDD application consists of the items required for submittal in accordance with §128-40 (C) and (E) of the Zoning Code of the Town of Bethlehem, as presented in the drawings cited above under “Title of Drawings”, and the related documents included in the PDD application package prepared by Brewer Engineering.

**Conditions**
This Approval of the PDD application is conditioned by the following:

A. Consistency with the Town Comprehensive Plan.

The Town Board’s May 2008 PDD approval (Resolution 25) stated the project is generally consistent with the Comprehensive Plan for the Town of Bethlehem, as adopted August 24, 2005. Specifically, Section 4.12 (Town-Wide Recommendations) of the Comprehensive Plan includes “Recommendations for a Planned Development District”, and states the following:

“A PDD proposal might also provide a public benefit in the form of senior housing, including extended care facilities, or affordable housing.”

The project’s incorporation of an existing 0.96 +/- acre parcel into the Van Dyke Spinney PDD and minor modifications to the phasing plan remain consistent with the original approval to provide a variety of housing types throughout the Town.

B. Consistency with Town of Bethlehem Zoning Law For a Planned Development District

General. Town of Bethlehem Chapter 128 Zoning Law, effective September 1, 2006, contains specific requirements pertaining to density, yard dimensions, setbacks, building height, highway access and parking in a PDD, contained in §128-40 (H). In accordance with the requirements of this law, the applicant has submitted a PDD amendment application for the review of the Town Board.

Minimum Area. This provision requires that a PDD must be no less than five acres in area, exclusive of existing easements, parks, streets, water areas in excess of 5% of gross land area, lands designated on the Official Map for public purposes, and lands undesirable for development because of topography, drainage or adverse subsoil conditions.

The gross area of the existing Planned Development District site, occupied by the Van Dyke Spinney Senior Citizen Housing Development is approximately 87.89 acres, and the 0.96+/- acres proposed to be included in the PDD will result in a total land area of 88.85 +/- acres.
Therefore, the 5-acre minimum land area requirement is met.

**Yard Dimensions.** This provision requires that exterior yards at district boundaries must be at least fifty feet in depth.

The only district boundaries that would be affected by this requirement are the eastern district boundary, which abuts the rear property line of the Vadney parcel. The proposed site plan provides for a 50’ buffer along the full length of the parcels eastern property line.

A condition of this approval is that the 0.96+/-acre parcel will be merged with the existing Van Dyke Spinney lands; therefore, alleviating the need for a 50-foot setback to the north and south property line.

**Front Yard.** Part (i) of this provision requires that the front yard distance to a building be no less than 35’ from the right-of-way, or 60’ from the centerline of the roadway on which the building fronts, whichever criterion results in the greatest setback.

As designed, the location of the community center/clubhouse would comply with this criteria. The two additional buildings also comply with this requirement.

**Building Height.** This provision limits the height of buildings in a PDD to not more than 40 feet.

The community center/clubhouse building will consist of approximately 16-feet in height. The two additional buildings proposed for this amendment would comply with this restriction. Maximum height for any building on the site is estimated to be about 22 feet.

**Access and Egress.** The site fronts directly onto Van Dyke Road, which is a highway owned and maintained by the Town of Bethlehem. No new roadways will connect directly to Van Dyke Road. The community center/clubhouse will be located along Parker Mathusa Drive (private road), which is located between Coorte Place and Provoost Place. The two additional buildings will have access from Rembiano Court. All interior roadways within the site are owned and maintained by Van Dyke Spinney, LLC.
**Off-street Parking.** This provision establishes certain requirements for off-street parking that pertain to parking lot aisle widths, front yard parking setbacks, and screening in areas adjacent to residential districts.

A parking lot will be constructed for the community center/clubhouse that will accommodate 32 vehicles, including 5 spaces accessible for handicapped persons. All residential parking will be accommodated by attached garages and surface parking spaces. Users of the clubhouse will include residents of Van Dyke Spinney who can also travel to the facility through the private roads within the site that connect to the clubhouse or along the internal walking trails of the site, or along the multi-use path along Van Dyke Road.

**Maximum Dwelling Unit Density.** This provision establishes maximum density ratios for residences in a PDD. For single family residences, the limit is set at 5 dwelling units per acre. For all other residential structures, including two-family, three-family, four-family and multi-family structures, the limit is set at 8 dwelling units per acre.

The two additional buildings, which will result in the addition of 10 units, remains consistent with the original PDD approval of 229 units (total units in Phase 1 - 4 is 224). The maximum dwelling unit density does not apply to the community center/clubhouse, since the building will not include dwelling units.

**C. Consistency with Surrounding Land Uses**

The existing development to the north and south of the proposed community center/clubhouse consists of Van Dyke Spinney Phase 1 and Phase 2. The land located to the east is agricultural land, and the land to the west is vacant/forested area. The two additional buildings are surrounded by other senior citizen housing unit buildings within the Van Dyke Spinney development.

**D. Site Related Impacts**

1. Development of the proposed clubhouse will not have a significant effect on any protected water body. There are no state or federal jurisdictional wetlands on the 0.96 acre parcel.
2. The proposed project includes stormwater management facilities designed to meet the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges (GP-0-15-002) for construction activities that disturb more than one acre of land. The development plans show the location of stormwater green infrastructure management practices pursuant to NYSDEC GP-0-15-002. The existing stormwater management area basins on the site are suitable to accept the drainage from the clubhouse building and parking lot area. The existing stormwater pollution prevention plan (SWPPP) for the Van Dyke Spinney site will be amended to incorporate the clubhouse site into the NYSDEC general permit for stormwater discharges.

The applicant is required to update the notice of intent (NOI) for project coverage under NYSDEC GP-0-15-002 following any site plan approval issued for the site. NYSDEC also requires the owner of the stormwater facilities, through a legally binding maintenance agreement, to be responsible for long-term maintenance of the stormwater facilities throughout the lifetime of the project’s facilities.

3. The proposed clubhouse will connect to public sewer and water within the site and along Van Dyke Road.

4. The project site has no record of known occurrences of rare or state listed animals or plants, significant natural communities, or other significant habitats.

5. The proposed clubhouse will not have a significant impact on traffic along Van Dyke Road. Users of the clubhouse will include residents of Van Dyke Spinney who can travel to the facility through the private roads within the site that connect to the clubhouse or along the internal walking trails of the site, or along the multi-use path along Van Dyke Road.

6. Van Dyke Spinney is located on the Town of Bethlehem Bicycle and Pedestrian Priority Network. The Mohawk Hudson Land Conservancy’s Van Dyke Preserve trailed is located approximately 500-feet south of the development. During site plan review of Phase 4 the applicant is required to investigate a connection (pedestrian walking trail) between the Van Dyke Preserve and the multi-use path along Van Dyke Road from its termination at Ruysch Road.

7. The project will be constructed on agricultural land that is currently dormant. The site is not currently used for, nor has it been used in the recent past for, agricultural purposes.
NOW, THEREFORE, BE IT RESOLVED,

The Town Board has reviewed the PDD amendment application and the recommendation of the Planning Board; and has determined that the proposed PDD and amendment is consistent with the Town’s Comprehensive Plan and meets all the criteria set forth for the establishment and amendment of a PDD in § 128-40 of the Town of Bethlehem Zoning Law. All provisions, requirements, and conditions stated in the May 14, 2008 Van Dyke Spinney Planned Development District Approval (Resolution No. 25) shall remain in full force and effect except as modified by this Amendment.

On a motion by ______, seconded by __________________, and by a vote of ___ for, ___ against, ___ absent, this RESOLUTION was adopted on ________________.

Note: In accordance with Section 128-40 (D) of the Town Zoning Code, approval of this Planned Development District (PDD) allows the Applicant to apply for site plan approval from the Town of Bethlehem Planning Board. The Planning Board shall not approve any site plan within this Planned Development District amendment unless said Board finds that the site plan is in substantial conformance with the plan that served as a basis for the zone change to PDD. Further, all conditions imposed by the Town Board in granting the zoning change to PDD, including those the performance of which are conditions precedent to the issuance of any site plan, shall run with the land and shall not lapse or be waived as a result of any subsequent change in the tenancy or ownership of any or all of the area.
MEMORANDUM

TO: John Clarkson, Town Supervisor
    & Town Board Members

FROM: Robert Leslie, AICP

DATE: April 22, 2016

SUBJ: Van Dyke Spinney Planned Development District (PDD)
       Amendment to the PDD
       Possible Action on Planned Development District Approval

For the Board’s review and consideration please find attached an approval Resolution for the PDD amendment to the Van Dyke Spinney Senior Housing development. The project appeared on the April 13, 2016 Town Board meeting at which time the Board issued a SEQR Negative Declaration Resolution and scheduled a public hearing for April 27, 2016 at 6:00PM.

Project Information
The amendment consists of adding 0.96 acres of land along Van Dyke Road to the PDD zoning district to construct an approximately 5,000sq.ft. clubhouse/community center for residents of the Van Dyke Spinney Senior Citizen Housing development, modification to the phasing plan, modification to the phase 3 layout, and the addition of 10 units to the area previously proposed for the clubhouse. The addition of 10 units remains consistent with the original PDD approval of 229 units (total units in Phase 1 - 4 is 224).

Specifically, this PDD amendment consists of the following:
- Rezone of 0.96 acres of land (former Greer parcel) from Residential A to PDD, and inclusion in the Van Dyke Spinney PDD. A condition of approval is that the Greer parcel will be merged with the existing Van Dyke Spinney LLC land and the 50-ft PDD buffer on the north and south side of the Greer parcel will be removed.
- Relocation of the community center/clubhouse from Phase 4 to the 0.96 acres of land.
- Ten units to be constructed in the previous clubhouse location.
- Revised phasing plan to remove phase 5. Units from Phase 5 to be built during Phase 3 and 4 construction.
- Walking path to connect the multi-use path from Ruysch Road to Van Dyke Preserve.

Town Board Action
Following the close of the public hearing, the Board will have the opportunity to approve the PDD approval Resolution (see attached). If the PDD Resolution is approved, the community center/clubhouse project would
then move forward for site plan review by the Planning Board. The Planning Board is required to utilize the PDD approval document and plans during their review of the site plan application.

Please contact me if you have any questions regarding this matter.

Attachments

CC: J. Potter, N. Moquin
RESOLUTION NO. XX

TOWN BOARD OF THE TOWN OF BETHLEHEM

APPROVAL OF PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT

Van Dyke Spinney Senior Citizen Housing Project
Van Dyke Road
PDD Amendment Application
Van Dyke Spinney, LLC

Pursuant to Section 128-40 (Planned Development District) of the Zoning Law of the Town of Bethlehem, the Planning Board of the Town of Bethlehem has reviewed the Van Dyke Spinney Planned Development District (PDD) amendment application, and forwarded comments and recommendations to the Town Board of the Town of Bethlehem.

Description of Project

The proposed action involves an application for the amendment to the Van Dyke Spinney PDD in the Town of Bethlehem. The amendment consists of adding 0.96 acres of land along Van Dyke Road to the existing PDD zoning district consisting of 87.89 +/- acres to construct an approximately 5,000sq.ft. clubhouse/community center for residents of the Van Dyke Spinney Senior Citizen Housing development. The action would amend the current zoning district designation on 0.96+/- acres of the parcel located on the eastern side of Van Dyke Road (formerly known as the Greer parcel) from Residential “A” District (RA) to PDD. Project components also consist of parking areas and outdoor recreation areas, modification to the phasing plan, modification to the phase 3 layout, and the addition of 10 units to the area previously proposed for the clubhouse. The addition of 10 units remains consistent with the original PDD approval of 229 units (total units in Phase 1 - 4 is 224).

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- Walking path to connect the multi-use path from Ruysch Road to Van Dyke Preserve.

Project Location

The proposed PDD amendment would include 0.96+/- acres of the lands, formerly known as the Greer parcel (tax parcel id 96.00-01-31) located along the east side Van Dyke Road between Phase 1 and Phase 2 of the Van Dyke Spinney Senior Citizen Housing development in the Town of Bethlehem, Albany County, New York.
Title of Drawings

The Van Dyke Spinney Amendment to the Planned Development District, Town of Bethlehem, County of Albany, State of New York

Sheet 1 of 7 – Original Phase Map, Phase 1 thru 5; dated 4/21/2015, revised 3/9/2016

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Prepared By: Brewer Engineering, East Greenbush, New York

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PDD Application Contents

This PDD application consists of the items required for submittal in accordance with §128-40 (C) and (E) of the Zoning Code of the Town of Bethlehem, as presented in the drawings cited above under “Title of Drawings”, and the related documents included in the PDD application package prepared by Brewer Engineering.

Conditions

This Approval of the PDD application is conditioned by the following:

A. Consistency with the Town Comprehensive Plan.

The Town Board’s May 2008 PDD approval (Resolution 25) stated the project is generally consistent with the Comprehensive Plan for the Town of Bethlehem, as adopted August 24, 2005. Specifically, Section 4.12 (Town-Wide Recommendations) of the Comprehensive Plan includes “Recommendations for a Planned Development District”, and states the following:
“A PDD proposal might also provide a public benefit in the form of senior housing, including extended care facilities, or affordable housing.”

The project’s incorporation of an existing 0.96 +/- acre parcel into the Van Dyke Spinney PDD and minor modifications to the phasing plan remain consistent with the original approval to provide a variety of housing types throughout the Town.

B. Consistency with Town of Bethlehem Zoning Law For a Planned Development District

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Minimum Area. This provision requires that a PDD must be no less than five acres in area, exclusive of existing easements, parks, streets, water areas in excess of 5% of gross land area, lands designated on the Official Map for public purposes, and lands undesirable for development because of topography, drainage or adverse subsoil conditions.

The gross area of the existing Planned Development District site, occupied by the Van Dyke Spinney Senior Citizen Housing Development is approximately 87.89 acres, and the 0.96 +/- acres proposed to be included in the PDD will result in a total land area of 88.85 +/- acres.

Therefore, the 5-acre minimum land area requirement is met.

Yard Dimensions. This provision requires that exterior yards at district boundaries must be at least fifty feet in depth.

The only district boundaries that would be affected by this requirement are the eastern district boundary, which abuts the rear property line of the Vadney parcel. The proposed site plan provides for a 50’ buffer along the full length of the parcels eastern property line.

A condition of this approval is that the 0.96 +/- acre parcel will be merged with the existing Van Dyke Spinney lands; therefore, alleviating the need for a 50-foot setback to the north and south property line.

Front Yard. Part (i) of this provision requires that the front yard distance to a building be no less than 35’ from the right-of-way, or 60’ from the centerline of the roadway on which the building fronts, whichever criterion results in the greatest setback.

As designed, the location of the community center/clubhouse would comply with this criteria. The two additional buildings also comply with this requirement.

Building Height. This provision limits the height of buildings in a PDD to not more than 40 feet.

The community center/clubhouse building will consist of approximately 16-feet in height. The two additional buildings proposed for this amendment would comply with this restriction. Maximum height for any building on the site is estimated to be about 22 feet.

Access and Egress. The site fronts directly onto Van Dyke Road, which is a highway owned and maintained by the Town of Bethlehem. No new roadways will connect directly to Van Dyke Road. The
community center/clubhouse will be located along Parker Mathusa Drive (private road), which is located between Coorte Place and Provoost Place. The two additional buildings will have access from Rembiano Court. All interior roadways within the site are owned and maintained by Van Dyke Spinney, LLC.

**Off-street Parking.** This provision establishes certain requirements for off-street parking that pertain to parking lot aisle widths, front yard parking setbacks, and screening in areas adjacent to residential districts.

A parking lot will be constructed for the community center/clubhouse that will accommodate 32 vehicles, including 5 spaces accessible for handicapped persons. All residential parking will be accommodated by attached garages and surface parking spaces. Users of the clubhouse will include residents of Van Dyke Spinney who can also travel to the facility through the private roads within the site that connect to the clubhouse or along the internal walking trails of the site, or along the multi-use path along Van Dyke Road.

**Maximum Dwelling Unit Density.** This provision establishes maximum density ratios for residences in a PDD. For single family residences, the limit is set at 5 dwelling units per acre. For all other residential structures, including two-family, three-family, four-family and multi-family structures, the limit is set at 8 dwelling units per acre.

The two additional buildings, which will result in the addition of 10 units, remains consistent with the original PDD approval of 229 units (total units in Phase 1 - 4 is 224). The maximum dwelling unit density does not apply to the community center/clubhouse, since the building will not include dwelling units.

**C. Consistency with Surrounding Land Uses**

The existing development to the north and south of the proposed community center/clubhouse consists of Van Dyke Spinney Phase 1 and Phase 2. The land located to the east is agricultural land, and the land to the west is vacant/forested area. The two additional buildings are surrounded by other senior citizen housing unit buildings within the Van Dyke Spinney development.

**D. Site Related Impacts**

1. Development of the proposed clubhouse will not have a significant effect on any protected water body. There are no state or federal jurisdictional wetlands on the 0.96 acre parcel.

2. The proposed project includes stormwater management facilities designed to meet the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges (GP-0-15-002) for construction activities that disturb more than one acre of land. The development plans show the location of stormwater green infrastructure management practices pursuant to NYSDEC GP-0-15-002. The existing stormwater management area basins on the site are suitable to accept the drainage from the clubhouse building and parking lot area. The existing stormwater pollution prevention plan (SWPPP) for the Van Dyke Spinney site will be amended to incorporate the clubhouse site into the NYSDEC general permit for stormwater discharges.

The applicant is required to update the notice of intent (NOI) for project coverage under NYSDEC GP-0-15-002 following any site plan approval issued for the site. NYSDEC also requires the owner of the stormwater facilities, through a legally binding maintenance agreement, to be
responsible for long-term maintenance of the stormwater facilities throughout the lifetime of the project’s facilities.

3. The proposed clubhouse will connect to public sewer and water within the site and along Van Dyke Road.

4. The project site has no record of known occurrences of rare or state listed animals or plants, significant natural communities, or other significant habitats.

5. The proposed clubhouse will not have a significant impact on traffic along Van Dyke Road. Users of the clubhouse will include residents of Van Dyke Spinney who can travel to the facility through the private roads within the site that connect to the clubhouse or along the internal walking trails of the site, or along the multi-use path along Van Dyke Road.

6. Van Dyke Spinney is located on the Town of Bethlehem Bicycle and Pedestrian Priority Network. The Mohawk Hudson Land Conservancy’s Van Dyke Preserve trailed is located approximately 500-feet south of the development. During site plan review of Phase 4 the applicant is required to investigate a connection (pedestrian walking trail) between the Van Dyke Preserve and the multi-use path along Van Dyke Road from its termination at Ruysch Road.

7. The project will be constructed on agricultural land that is currently dormant. The site is not currently used for, nor has it been used in the recent past for, agricultural purposes.

NOW, THEREFORE, BE IT RESOLVED,

The Town Board has reviewed the PDD amendment application and the recommendation of the Planning Board; and has determined that the proposed PDD and amendment is consistent with the Town’s Comprehensive Plan and meets all the criteria set forth for the establishment and amendment of a PDD in § 128-40 of the Town of Bethlehem Zoning Law. All provisions, requirements, and conditions stated in the May 14, 2008 Van Dyke Spinney Planned Development District Approval (Resolution No. 25) shall remain in full force and effect except as modified by this Amendment.

On a motion by ________, seconded by ______________, and by a vote of ___ for, ___ against, ___ absent, this RESOLUTION was adopted on ______________.

Note: In accordance with Section 128-40 (D) of the Town Zoning Code, approval of this Planned Development District (PDD) allows the Applicant to apply for site plan approval from the Town of Bethlehem Planning Board. The Planning Board shall not approve any site plan within this Planned Development District amendment unless said Board finds that the site plan is in substantial conformance with the plan that served as a basis for the zone change to PDD. Further, all conditions imposed by the Town Board in granting the zoning change to PDD, including those the performance of which are conditions precedent to the issuance of any site plan, shall run with the land and shall not lapse or be waived as a result of any subsequent change in the tenancy or ownership of any or all of the area.
# Approval of Seasonal Personnel
## Parks and Recreation Department

April 27, 2016

<table>
<thead>
<tr>
<th>Name</th>
<th>Civil Service Title</th>
<th>Assignment</th>
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<tr>
<td>Lindsey M. Lambertsen</td>
<td>Clerk I-PT</td>
<td>Elm Avenue Park Office</td>
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<td>Carly A. Cross</td>
<td>Lifeguard</td>
<td>Elm Avenue Park Pool</td>
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<td>Katherine R. Treadgold</td>
<td>Lifeguard</td>
<td>Elm Avenue Park Pool</td>
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<td>Jensen H. Bonanno</td>
<td>Recreation Assistant</td>
<td>Swim Instructor</td>
<td>$9.00</td>
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<td>Caroline O. Amodeo</td>
<td>Recreation Assistant</td>
<td>Swim Instructor</td>
<td>$9.00</td>
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<td>Larry A. Yakubowski</td>
<td>Recreation Leader</td>
<td>Adult Tennis Instructor</td>
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<td>Marie B. Kalet</td>
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<td>Camp EMT</td>
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<td>Caroline N. Maniccia</td>
<td>Recreation Leader</td>
<td>Youth Basketball Supervisor</td>
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<td>Samuel D. Bastiani</td>
<td>Recreation Assistant</td>
<td>Counselor</td>
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<tr>
<td>Samantha G. Gifford</td>
<td>Recreation Assistant</td>
<td>Youth Tennis Instructor</td>
<td>$9.00</td>
</tr>
</tbody>
</table>
ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND with the buildings thereon situated at Glenmont in the Town of Bethlehem, County of Albany, State of New York, bounded and described as follows:

PARCEL A

BEGINNING at a point in the division line between lands on the east being a Realty Subdivision known as Adams Woods as shown on a map entitled “Adams Woods Section I” dated November 1, 1988 revised to August 23, 1991, made by Brewer Engineering Associates, P.C. – BDT Associates, as filed in the Albany County Clerk’s Office on September 16, 1991 in Drawer Number 172 as map number 9431 and on a map entitled “Subdivision of Lot 42 – “Adams Woods” – Section No. 1 – 71 Sudbury Road” dated April 3, 1998 revised to July 20, 1999, made by Paul E. Hite Licensed Land Surveyor and Kleinke Associates, Landscape Architects, as filed in the Albany County Clerk’s Office on August 30, 1999 in drawer number 172, as map number 10777 and lands on the west conveyed to Colonial Golf, Inc. by deed dated February 15, 1979, and recorded in the Albany County Clerk’s Office in book of deeds 2165, page 331 at its point of intersection with the division line between lands on the south being a parcel of land 100.00 feet in width, measured at right angles, formerly conveyed to New York Power & Light Corporation (now Niagara Mohawk Power Corporation) by deed dated August 20, 1929 and recorded in the Albany County Clerk’s Office in Book of Deeds 823, page 137 and said lands conveyed to Colonial Golf, Inc. on the north, said point of beginning being 1,042.47 feet northerly measured along said first mentioned division line from its point of intersection with the northerly line of Feura Bush Road, also known as New York State Route 910A as the same is shown on the above first mentioned filed map; thence running from said point of beginning westerly along the division line between said lands formerly conveyed to New York Power & Light Corporation on the south and said lands conveyed to Colonial Golf, Inc. on the north 1,095.74 feet to its point of intersection with the division line between lands on the west being a parcel of land known as street number 13 Saybrook Drive East as shown on a map entitled “Section – No. 7 Colonial Acres” dated November 8, 1974, revised to October 7, 1975, made by C.T. Male Associates, as filed in the Albany County Clerk’s Office in drawer number 168, as map number 5168, lands conveyed to Town of Bethlehem for highway purposes by deed dated August 11, 1976, recorded in Albany County Clerk’s Office in book of deeds 2123, page 109, lands conveyed to Rose Watkins by deed dated June 21, 1978 recorded in the Albany County Clerk’s Office in book of deeds 2554, page 58, lands conveyed to James H. Pert and Gertrude J. Pert, by deed dated April 5, 1978, recorded in Albany County Clerk’s Office in book of deeds 2147, page 1018 and lands on the east being said lands conveyed to Colonial Golf, Inc.; thence northerly along said division line with an interior angle of 78° 47’ 06", 858.54 feet to its point of intersection with the division line between lands on the north and northeast being a Realty Subdivision known as The Meadows as shown on a map entitled “Map of Proposed Subdivision, “The Meadows At Bethlehem” Section 2A, Property of The Meadows At Bethlehem, A New York Partnership” dated November 5, 1993, revised to December 6, 1994, made by Paul E. Hite, Licensed Land Surveyor, as filed in the Albany County Clerk’s Office on December 9, 1994, in drawer number 172,
as map number 10047, and on a map entitled "Map of Proposed Subdivision, "The Meadows At Bethlehem" Section 2A, Property of The Meadows At Bethlehem, A New York Partnership" dated November 5, 1993, revised to October 3, 1996, made by Paul E. Hite, Licensed Land Surveyor, as filed in the Albany County Clerk's Office on December 6, 1996 in drawer number 172, as map number 10359, and lands on the south, and southwest being said lands conveyed to Colonial Golf, Inc.; thence easterly along said division line with an interior angle of 101° 25' 44", 336.66 feet to an angle point therein; thence continuing easterly along said division line with an interior angle of 210° 10' 00", 165.00 feet to an angle point therein; thence southeasterly continuing along said division line with an interior angle of 133° 55' 00", 190.08 feet to an angle point therein; thence easterly continuing along said division line with an interior angle of 195° 15' 05", 63.62 feet to its point of intersection with the division line between lands on the east conveyed to Keith A. Wiggand and Robert J. Wiggand, Jr., by deed dated August 16, 2005 and recorded in the Albany County Clerk's Office in book of deeds 2827, page 501 and said Realty Subdivision known as The Meadows on the west; thence easterly along the division line between said lands conveyed to Wiggand on the north and said lands conveyed to Colonial Golf, Inc. on the south with an interior angle of 181° 08' 27", 368.97 feet to its point of intersection with the herein first mentioned division line; thence southerly along said first mentioned division line with an interior angle of 78° 38' 01", 894.84 feet to the point of beginning, making an interior angle of 100° 40' 37", measured from the last mentioned division line to the herein first mentioned division line between said parcel of land formerly conveyed to New York Power & Light Corporation on the south and said lands conveyed to Colonial Golf, Inc. on the north.

Containing 21.84 acres of land more or less.

PARCEL B

BEGINNING at a point in the division line between lands on the east being a Realty Subdivision known as Adams Woods as shown on map entitled "Adams Woods Section 1" dated November 1, 1988, revised to August 23, 1991, made by Brewer Engineering Associates, P.C. – BDT Associates, as filed in the Albany County Clerk's Office on September 16, 1991, in drawer number 172, as map number 9431 and lands on the west conveyed to Colonial Golf, Inc. by deed dated February 15, 1979 and recorded in the Albany County Clerk's Office in book of deeds 2165, page 331 at its point of intersection with the division line between lands on the southwest being a Realty Subdivision known as The Medwin Subdivision as shown on a map entitled "Survey & Map of Medwin Subdivision No. 2 Lands N/F David A. & Doris G. Medwin" dated February 20, 1996, revised to July 11, 2001, made by Lamont Engineers, as filed in the Albany County Clerk's Office on July 23, 2001, in drawer 172, as map number 11028 and the above mentioned lands conveyed to Colonial Golf, Inc. on the northeast, said point of beginning being 223.55 feet northerly measured along said first mentioned division line from its point of intersection with the northerly line of Feura Bush Road, also known as New York State Route 910A, as the same is shown on the above
mentioned filed maps; thence running from said point of beginning northwesterly along said division line between The Medwin Subdivision on the southwest and said lands conveyed to Colonial Golf, Inc. on the northeast 409.78 feet to an angle point therein; thence continuing along said division line in a general westerly and northerly direction with the following interior angles and distances:

216° 57' 40", 57.35 feet to an angle point therein;
215° 15' 30", 54.09 feet to an angle point therein;
211° 12' 40", 51.14 feet to an angle point therein;
87° 43' 40", 32.17 feet to an angle point therein;
157° 00' 00", 56.72 feet to an angle point therein;
165° 59' 20", 41.27 feet to an angle point therein;
212° 15' 10", 46.31 feet to an angle point therein;
103° 38' 10", 35.81 feet to an angle point therein;
136° 08' 30", 48.71 feet to an angle point therein;
221° 32' 50", 20.08 feet to an angle point therein;
226° 38' 10", 22.44 feet to an angle point therein;
151° 22' 20", 31.47 feet to an angle point therein;
219° 01' 40", 54.36 feet to an angle point therein;
88° 42' 10", 4.00 feet to an angle point therein;
240° 10' 55", 47.69 feet to an angle point therein and;
224° 50' 55", 88.59 feet to its point of intersection with the division line between lands on the north being a parcel of land 100.00 feet in width, measured at right angles, formerly conveyed to New York Power & Light Corporation (now Niagara Mohawk Power Corporation) by deed dated August 20, 1929, recorded in the Albany County Clerk’s Office in book of deeds 823, page 137 and said lands conveyed to Colonial Golf, Inc. on the south; thence easterly along said division line with an interior angle of 53° 24' 27", 596.39 feet to its point of intersection with the herein first mentioned division line; thence southerly along said first mentioned division line with an interior angle of 79° 19' 23", 717.16 feet to the point of beginning, making an interior angle of 48° 46' 30", measured from the last mentioned division line to the herein first mentioned division line between The Medwin Subdivision on the southwest and said lands conveyed to Colonial Golf, Inc. on the northeast.

Containing 5.82 acres of land more or less.

Total area of Parcel “A” and Parcel “B” 27.66 acres more or less.
Said premises are shown on a “Map of Survey, Lands of Colonial Golf, Inc., to be conveyed to Open Space Conservancy, Inc. Saybrook Drive East, Town of Bethlehem,” made by Paul E. Hite, LLS, dated July 18, 2007 and filed in the Albany County Clerk’s Office August 20, 2007 in Drawer 172 of Maps as No. 12047.

TOGETHER WITH all crossing rights reserved in a deed from Valentine Stang to New York Power and Light Corporation dated August 20, 1929 and recorded August 23, 1929 in Liber 823 cp 137.
DONATION AGREEMENT

THIS DONATION AGREEMENT (the "Agreement") made as of the ___ day of ________, 2016, between OPEN SPACE INSTITUTE LAND TRUST, INC., (formerly known as “OPEN SPACE CONSERVANCY, INC.”) a not-for-profit corporation under New York law having its principal office at 1350 Broadway, Room 201, New York, New York 10018 (hereinafter referred to as “OSILT”), and THE TOWN OF BETHLEHEM, a New York municipal corporation, having its principal place of business at 445 Delaware Ave., Delmar, NY 12054 (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, OSI LT is the owner in fee simple of certain real property situated in the Town of Bethlehem, Albany County, New York, consisting of approximately 27.66 ± acres of land, described in the Legal Description attached as Exhibit A and incorporated herein, and depicted on the map attached as Exhibit B (the “Property”);

WHEREAS, the Property possesses significant scenic, open space and public recreation values (collectively the "Conservation Values");

WHEREAS, the Conservation Values are of great importance to OSI LT, the Town, and the general public;

WHEREAS, OSI LT desires to donate and the Town desires to acquire the Property as dedicated parkland for recreational use by the general public for non-motorized recreational purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable and sufficient consideration received, and with the intent to be legally bound, OSI LT and the Town agree to the following terms and conditions.

1. Conveyance. OSI LT agrees to convey and the Town agrees to accept the Property described herein upon the terms and conditions stated herein. To protect the Conservation Values of the Property in perpetuity, and to ensure its dedication as parkland, upon conveyance of the Property to the Town, OSI LT shall declare in the deed that the Property shall be dedicated forever as parkland and that title is conveyed to and accepted by the Town solely for public use as a public park.

2. Town’s Representations and Warranties. The Town represents and warrants the following, which representations and warranties shall survive closing:

Donation Agreement
Page 1 of 3
(a) The Town’s governing body has approved the acquisition of the Property;
(b) The Town’s governing body has dedicated the Property as parkland forever;
(c) The Town shall restrict the use of the Property to non-motorized recreational use; except that if the Property is used as a public golf course, motorized golf carts are permitted;
(d) The Town shall keep the Property open to the general public and will not restrict the use of the Property to Town residents;
(e) If the Town charges a fee for entry upon, or use of, the Property, the Town shall charge the same fee for Town residents and non-residents of the Town; and
(f) The Town has full power and authority to enter into this Agreement.

3. **OSILT’s Representations and Warranties.** OSILT is a New York not-for-profit corporation, tax exempt organization within the meaning of IRC Section 501(c)(3).

4. **Payment of Costs.** OSILT agrees to pay all recording fees required by the conveyance of the Property. The Town agrees to pay all other costs, including examination of title and title insurance.

5. **Closing.** Closing shall take place at the New Paltz office of OSILT’s attorney. OSILT shall deliver at closing, in proper form so as to be recordable in the Albany County Clerk’s Office, a Bargain and Sale Deed.

6. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between OSILT and the Town pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

8. **Assignment.** No assignment of this Agreement may be made by either Party.

9. **Specific Performance.** In the event the Town fails to dedicate the Property as parkland, OSILT shall, in addition to any and all other remedies available to it at law or in equity, have the right of specific performance against the Town. This paragraph shall survive Closing.

Donation Agreement
Page 2 of 3
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written above.

OPEN SPACE INSTITUTE LAND TRUST, INC.

________________________________________
By: 
Title

TOWN OF BETHLEHEM

________________________________________
JOHN CLARKSON
Supervisor

DATE: ________________

Attachments
Exhibit A: Legal Description
Exhibit B: Map
MEMORANDUM

Date: April 27, 2016
To: Supervisor Clarkson and Members of the Town Board
From: Nan Lanahan, Administrator
Re: Donation agreement - Colonial Acres golf course property

Requested Action
1. Authorize the Supervisor to sign a Donation Agreement for the conveyance of the Colonial Acres golf course property from the Open Space Institute Land Trust, Inc. (formerly known as Open Space Conservancy) to the Town of Bethlehem.
2. Approve a Resolution dedicating the Colonial Acres golf course property as Parkland to be named Colonial Acres Park.

Background
The Open Space Conservancy (OSC) acquired the golf course property in 2007 when the current owners indicated a desire to sell. The community was very supportive of preserving this award winning golf course and OSC was able to secure state funding to purchase it. The Town leased the property from the Open Space Conservancy and operated it as a golf course for 6 years. In 2013 the Town entered into a license agreement with Dale Ezyk Golf, LLC to operate the golf course as the Colonial Acres Golf and Learning Center for 3 years. His contract has since been renewed for 3 additional years (2016-2018).

The Open Space Institute Land Trust, Inc. has been pleased with our stewardship of the land and now wishes convey it to the Town.

Colonial Acres Park currently includes a 9 hole par 3 golf course, disc golf, foot golf, and a perimeter walking trail.

Proposal
The agreement includes the conveyance of the property to the Town at no cost except for minimal closing costs. The property is to be dedicated as parkland for recreational use by the general public.

The Town is grateful to the Open Space Institute Land Trust, Inc. for preserving this beautiful property.

Thank you for your consideration.
Request from the Administrator of Parks and Recreation for the Town Board to adopt a Resolution dedicating the Colonial Acres golf course property as Parkland to be named Colonial Acres Park.

RESOLUTION: PARKLAND DEDICATION

WHEREAS, The Open Space Institute Land Trust, Inc. (OSILT) currently owns and leases to the Town of Bethlehem 27.66 acres of property located at 15 Saybrook Drive in the Town of Bethlehem (hereinafter “the Property”); and

WHEREAS, the Property is presently known as Colonial Acres Golf Course; and

WHEREAS, OSILT has offered to convey ownership of the Property to the Town at no charge; and

WHEREAS, as a condition of the transfer OSILT requires that the Property be dedicated by the Town Board as public parkland.

NOW, THEREFORE, be it resolved as follows:

1. The Town Board gratefully accepts the property donation from OSILT and dedicates it as public parkland for recreational use by the general public for non-motorized recreational purposes.

2. The Property will be hereinafter named Colonial Acres Park.
The Motion was made by ____________________, seconded by________________________
and passed by the following vote:

Ayes:

Noes:

Absent:

Dated: April 27, 2016

BETHLEHEM TOWN BOARD

By _________________________________

Supervisor