



**GUILDERLAND TOWN BOARD
TOWN BOARD REGULAR MEETING
P A C K E T
DECEMBER 6, 2022
07:00 PM**

A G E N D A
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DECEMBER 6, 2022
07:00 PM

Pledge of Allegiance

Roll Call

Public Hearing

At 7:00pm Public Hearing on proposed local law for the protection and preservation of native trees

Attachment: [Local Law No. 9 of 2022_Trees_.pdf](#)

At 7:15pm Public Hearing on proposed local law on revised fee schedules

Attachment: [Local Law No. 10 of 2022_fees_1_.pdf](#)

Public Comment

Approval of minutes for Town Board's November 15, 2022 meeting

Agenda

1. Consider accepting the proposed application for the rezone of 192 acres of land owned by the Albany Country Club from Rural Agricultural-3 District to Country Hamlet District for a mixed-use residential development, declaring the Town Board as lead agency under SEQRA, and appointing a Town-designated engineer, as recommended by the Town Planner.

Attachment: [2022-11-29 Albany Country Club Acceptance FINAL_1_.pdf](#)

Attachment: [Albany Country Club-Country Hamlet Development](#)

Attachment: [Albany Country Club - Membership History and Projections.pdf](#)

Attachment: [ACC Town Board Meeting_FINAL_2022.12.06.pdf](#)

2. Board discussion of Zoning Code § 280-26(C)(13)'s prohibition of "painted wall signs," as requested by the Chief Zoning Administrator and Town Planner.

Attachment: [Agenda Item 2.pdf](#)

3. Consider approving the proposed letter of intent agreement with Solomon Energy, LLC for soliciting solar photovoltaic systems on Town properties and facilities.

Attachment: [Agenda Item 3.pdf](#)

4. Consider authorizing, pursuant to NYS Town Law § 112, amendments to the adopted 2022 budget as recommended by the Fiscal Officer.

Attachment: [Agenda Item 4-Revised.pdf](#)

5. Consider the following provisional appointments as recommended by the Personnel Assistant:

- Cassandra Berghammer keyboard specialist Highway Dept.
- Jesse Fraine engineer Water & Wastewater Dept.

Attachment: [Agenda Item 5.pdf](#)

6. Consider authorizing the Town Clerk and Town Supervisor to sign the proposed collector's warrant for the Water Department for \$772,830.19.

Attachment: [Agenda Item 6.pdf](#)

7. Consider approving lease rates for listed properties as recommended by the Director of Parks & Recreation.

Attachment: [Agenda Item 7.PDF](#)

8. Consider adopting a resolution that allows the Town to become a member of PERMA for Workers' Compensation effective January 1, 2021 as recommended by the Town Comptroller.

Attachment: [Agenda Item 8.pdf](#)

9. Consider accepting the Capital District Transportation Committee's award of a grant to the Town for an ADA Self-Evaluation and Transition Plan for Pedestrian Infrastructure and authorize the Town Supervisor to sign the proposed Memorandum of Understanding.

Attachment: [Agenda Item 9.pdf](#)

10. Consider authorizing the Town Clerk and Town Supervisor to sign the proposed collector's warrant for December (Cycle 53) bills for the Water Department.

11. Consider authorizing the Town Supervisor to sign the Site Option and Lease agreement with DISH Wireless, LLC for installing telecommunications equipment on the Fort Hunter Water Tower, 3045 Lone Pine Rear Road as recommended by the Town Attorney.

Attachment: [Agenda Item 11.pdf](#)

12. Consider authorizing the purchase of a 3-ton Falcon Hot Box Trailer for \$41,137.00 and a 1-ton asphalt roller for \$21,729.00 with CHIPS/Pave

NY expenditures as requested by the Highway Superintendent.

Attachment: [Agenda Item 12.pdf](#)

Attachment: [Agenda Item 12.1.pdf](#)

Supervisor's Update

1. Highway leaf vacuuming (Wednesday, Dec. 7- last scheduled day)
2. Parks & Rec's Holiday Centerpiece Workshop Tuesday, Dec. 20 from 1 to 4:30pm (<https://guilderlandny.myrec.com>)

Attachment: [Parks & Rec's Holiday Centerpiece Workshop](#)

3. Parks & Rec's holiday week camps Tuesday, December 27 to Friday, December 30

Attachment: [Holiday Week Camps](#)

4. Town Board's 2023 organizational meeting (January 3, 2023)

**TOWN OF GUILDERLAND
LOCAL LAW NO. 9 OF 2022
(ADOPTING RULES & REGULATIONS FOR
THE PROTECTION AND PRESERVATION OF NATIVE TREES)**

Be it enacted by the Town Board of the Town of Guilderland that the following provisions shall be added to Town Code Chapter 201 (Tree Preservation and Protection):

SECTION 1. The following additions are made:

§ 201-1 Purpose.

The intent of this chapter is to preserve, protect, and enhance the Town of Guilderland's natural environment through tree protection, preservation and sustainable planting. The planting of native trees and appropriate landscaping in sufficient amounts and proper locations helps promote the health and welfare of a community, and contributes to the environment's biodiversity. These plantings also provide shade, improve air quality, and reduce noise and light infiltration, and help with storm water management, prevent erosion and flooding, and provide critical protection and habitat for wildlife. The Town Board delegates responsibility for managing the Town's community forest to the Tree Preservation Committee for the benefit of the Town's current residents and future generations.

§ 201-2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

**ARBORICULTURAL SPECIFICATIONS AND STANDARDS OF PRACTICE
(ASSP)**

Detailed specifications and standards of practice regarding arboricultural activities including, but not limited to, selection of appropriate trees and location, site preparation and tree planting, maintenance, removal, replanting and replacement, and best practices for use by a review board considering a land development activity application and by individual property owners.

CONSTRUCTION ACTIVITY

Means any clearing, grading, excavation, filling, demolition or stockpiling activities that result in soil disturbance. Clearing activities can include, but are not limited to, logging equipment operation, the cutting and skidding of trees, stump removal and/or brush root removal. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original

purpose of a facility.

DEVELOPER

Any person who shall file an application for land development activity or may physically alter a site approved for development, and any owner of land approved for development.

FORESTRY PLAN

A written review and description of Town forestry goals, objectives and such related activities as updating the ~~APPS~~ **ASSP** and the Master Tree List, conducting street tree surveys, planting trees and sponsoring educational programs for the public, and best practices for maintaining and replacing trees. It shall include recommendations by the NYS Department of Environmental Conservation, Albany Pine Bush Preserve, and environmental organizations regarding native, non-native, and invasive species.

HERITAGE TREE

A tree with historical or cultural value, and is an outstanding specimen, unusual species, and/or has significant community benefit.

HIGHWAY

The entire width of every public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular and pedestrian traffic.

HIGHWAY SUPERINTENDENT

The highway superintendent of the Town of Guilderland or his designee.

LAND DEVELOPMENT ACTIVITY

An activity including clearing, grading, excavating, soil disturbance, or placement of fill resulting in land disturbance of more than one acre of land, including, but not limited to, a subdivision, planned unit development, site plan approval or special use permit. Also includes activities disturbing less than one acre of total land area that are part of a larger common plan of development or sale, even though multiple separate and distinct land development activities may take place at different times on different schedules.

MASTER TREE LIST

A listing of suitable and desirable types and species of trees able to thrive near Town highways and within public places of the Town and best practices for maintaining and replacing trees.

PARKS DIRECTOR

The director of the Department of Parks & Recreation of the Town of Guilderland or his designee.

PERSON

Any person, firm, partnership, association, corporation, company or organization of any kind, including public utility and municipal department.

PRESERVATION

To keep a tree or shrub from harm, damage or danger, and to protect and save a tree or shrub.

PRUNE

To remove dead or living parts from a tree or shrub to increase health, vigor, and maintain a desired shape or size.

PUBLIC PLACE

All grounds owned by the Town or under its control or supervision, whether owned, leased or under contract of the Town.

PUBLIC TREE

Any tree now or hereafter growing within the bounds of any Town highway or public place.

REMOVAL/REMOVE

To take away and remove a tree or shrub, ~~including the stump to below ground level.~~

REVIEW BOARD

The board that issues the approval or advisory opinion for a land use development activity application.

SHRUB

A woody plant with more than one main stem emerging from the ground.

STREET TREE

Any tree planted or growing within the right-of-way of a public street with at least one single central axis (trunk) at least four inches in diameter measured at a height of four feet above the ground.

TOWN

The Town of Guilderland, lying within the County of Albany, State of New York.

TOWN TREE LAWN

That part of a street or highway not covered by the sidewalk or other paving lying between the property line and that portion of the street or highway usually used for vehicular traffic.

TREE

A woody plant with at least one single central axis (trunk) at least 12 inches in diameter measured at a height of four feet above the ground and having a defined crown, except for a Street Tree as defined above.

§ 201-3 Establishment of Tree Preservation Committee.

- A. Creation.** The Tree Preservation Committee is created under this chapter.
- B. Members, Term, and Chair.** The Tree Preservation Committee shall have five members appointed to three-year terms by the Town Board who shall appoint the Chairperson. For the initial term, three members shall be appointed for three-year terms and two members shall be appointed for two-year terms. The Town Board shall endeavor to appoint at least one member who is professionally trained or has a background or degree in forestry, botany, horticulture or landscape architecture. If a vacancy shall occur otherwise than by expiration of term, the Town Board shall appoint the new member for the unexpired term.
- C. Removal.** The Town Board shall have the power to remove any member of the Tree Preservation Committee for cause and after a public hearing.

D. Chairperson duties. All meetings of the Tree Preservation Committee shall be held at the call of the Chairperson and at such other times, as such Board may determine.

§ 201-4 Forestry Plan.

The Tree Preservation Committee shall prepare and update a written Forestry Plan and shall review the approved plan on an annual basis. Upon its acceptance and approval by the Town Board, the plan, as may be amended, shall constitute the official Forestry Plan for the Town. The Forestry Plan shall define the annual goals and objectives, include a current statement of ASSP and current Master Tree List. Nothing contained in the Forestry Plan or the ASSP shall abridge the authority of the Highway Superintendent as provided for in the NYS Highway Law.

§ 201-5 Administration.

The Highway Superintendent shall administer the Forestry Plan in Town highways and the Parks Director shall administer the Forestry Plan in public places. A review board shall consider the Forestry Plan and any report by the Tree Preservation Committee under § 201-10 in reviewing applications for land development activity.

§ 201-6 Removal and Replacement.

- A. ***The clearcutting or deforesting of*** ~~No person shall remove, clear or cut~~ all or substantially all of the trees, shrubs or brush on any area of land in the Town measuring ~~10,000 or more square feet~~ ***one acre or more is prohibited*** except pursuant to and in conjunction with an approved subdivision plan, approved site plan, approved special use permit, building permit or part of a recognized agricultural ***or sustainable forestry*** practice.
- B. The Highway Superintendent shall treat or remove public trees that, in his determination, are dead or diseased and constitute a hazard to life and property or a threat to other trees in the Town. No person other than the Highway Superintendent or his duly authorized deputy or agent shall ~~prune~~, cut down, remove or destroy any tree standing or lying on land within the bounds of any Town highway or Town tree lawn. The Highway Superintendent shall see that all removal work on public trees is performed in accordance with the ASSP included in the Forestry Plan and is reported to the Tree Preservation Committee within 14 days.
- C. The Highway Superintendent and Parks Director shall provide that trees removed from Town tree lawns and public places of the Town are replanted or replaced in accordance with the Forestry Plan. If conditions prevent planting at the removal site, a tree removed from the Town tree lawn or public place may be replanted or replaced at an alternative site preferably in the same or neighboring Town tree lawn or public

place. The species, number, and location of the trees shall be reported to the Tree Preservation Committee within 14 days.

§ 201-7 Planting by property owner.

The owner of property adjoining a Town highway may, at their own expense, plant trees in the tree lawn adjacent to their property, with the approval of the Highway Superintendent. Approval shall be granted if the planting proposed is in accordance with the ASSP included in the Forestry Plan and if trees to be planted are selected from the Master Tree List included in the Forestry Plan. The Highway Superintendent shall authorize approved planting by a written order that shall include a map or diagram showing the location of each approved tree planting. The order shall be filed with the Town Clerk within 14 days of its issuance and a copy provided to the Tree Preservation Committee.

§ 201-8 Maintenance.

- A. All work on trees in Town tree lawns and public places of the Town shall be performed in accordance with the ~~included in the~~ Forestry Plan.
- B. No person, other than the Highway Superintendent, Parks Director or their designees shall ~~fertilize, spray,~~ cable or brace, trim, ~~prune,~~ cut above ground or below ground or otherwise disturb any heritage tree or public tree without first obtaining a permit from the Highway Superintendent, Parks Director or their designees who shall issue a permit if he determines that the work proposed is necessary and that the methods and workmanship proposed are satisfactory. The Highway Superintendent, Parks Director or their designees shall supervise and inspect all work on public trees done under permit. The Tree Preservation Committee shall be notified within 14 days of the issuance of a permit.

§ 201-9 Damage or defacement prohibited.

- A. No person, other than the Highway Superintendent, Parks Director or their designees, shall cut, carve, injure, harm or damage to a public tree, heritage tree, and any tree in Town tree lawns and public places of the Town; attach any rope, wire, nails, advertising posters or other contrivance to any tree; allow any gaseous liquid, chemical or solid substance which is harmful to trees come into contact with any tree; or set fire or permit any fire to burn such fire or generate heat thereof that would injure any portion of any tree.
- B. No person, other than the Highway Superintendent, Parks Director or their designees, shall undertake any excavation or fill, construction or street work near any public tree until said tree shall be safeguarded by such high visibility barriers or other protective

measure as shall effectually prevent injury to any part of any tree and its root system to the satisfaction of the Highway Superintendent. No person shall excavate any ditches, tunnels or trenches, otherwise change the grade of any terrain or lay any drive within a radius of 15 feet from any public tree without the written approval of the Highway Superintendent.

- C. No person, other than the Highway Superintendent, Parks Director or their designees, shall deposit, place, store or maintain upon any Town tree lawn or public place of the Town any stone, brick, sand, fill dirt, concrete or other materials that may impede the free passage of water, air and fertilizer to the root system of any tree.

§ 201-10 Land development and construction activity.

For any land development or construction activity, the following shall apply:

- ~~A. The chairperson or designee of the Tree Preservation Committee shall be a member of the Town's Development Planning Committee.~~
- A. Before undertaking land development or construction activity, the developer or landowner shall submit the following: (1) a site plan that identifies trees by size, species and condition, and (2) an aerial image no more than six years old with an overlay of the proposed development or construction areas. The developer or landowner shall also tag any tree at least 12 inches in diameter measured at a height of four feet above the ground and having a defined crown.
- B. The Tree Preservation Committee or Conservation Advisory Council may conduct site visits to review the submitted site plan and trees flagged for preservation to determine if additional trees should be recommended for preservation by the review board. The review board shall include this information in its determination of which trees shall be preserved and so designated on the approved final site plan, and the appropriate escrow by the developer or landowner for inspection of preserved trees.
- C. The developer *or landowner* shall mark trees to be preserved by the review board with flagging and safeguard them by high visibility barriers or other protective measures to prevent injury to the tree and its root system during construction, including, but not limited to, soil compaction, grade change, root severance, drainage change, soil chemistry change and trunk and limb impact change.
- D. The developer *or landowner* shall provide the review board with a written inspection report of the condition and protection of trees to be preserved at three stages: prior to site disturbance, prior to the issuance of a building permit, and prior to certificate of occupancy issuance. The inspection shall be conducted by ~~a member of the American Society of Consulting Arborists~~ *or an arborist, botanist, landscape architect or*

other qualified professional experienced in tree preservation as approved by the Tree Preservation Committee. A copy of the inspection report shall be provided to the Tree Preservation Committee.

- F. If the Tree Preservation Committee or review board finds that there has been a violation of this section, it shall notify the developer *and landowner* and provide up to ~~40~~ **20** days to correct the violation. In addition to any other penalties set forth herein, failure to correct the violation in the designated time period shall result in the revocation of any outstanding permits or approvals associated with the land development or construction activity.
- G. Prior to the issuance of a certificate of occupancy, the developer *or landowner* shall *either* provide to the Town moneys equal to the value of any tree designated for preservation that is removed or injured or that died as a result of construction *or, with the approval of the Town Planner and Chief Zoning Administrator, provide and plant replacement tree(s) of equal value from species in the Master Tree List at approved location(s)*. The value shall be determined in accordance with the latest revision of A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens, published by the International Society of Arboriculture.

§ 201-11 Penalties for offenses.

A violation of this chapter is an offense punishable by fine and/or imprisonment, and other penalties contained in § 280-59.

SECTION 2. SEQRA Determination. The Town Board declares that this Local Law is an Unlisted Action under the State Environmental Quality Review Act and determines that it will not have a significant impact upon the environment and that a negative declaration should issue.

SECTION 3. Inconsistency. Any local law, ordinance, resolution or portions thereof of the Town of Guilderland not consistent with this Local Law in whole or in part shall be repealed.

SECTION 4. Severability. If any provision of this Local Law or the application thereof shall be adjudged invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Local Law shall not be affected thereby.

SECTION 5. Effective Date. This Local Law shall become effective upon filing with the Secretary of State.

**Local Law No. 10 of 2022
Amendments to Town Code Chapter 280
(A285 (Fees) and § A285-2 (Miscellaneous fees))**

Be it enacted by the Town Board of the Town of Guilderland that Chapter 280 (Zoning) of the Town Code is amended as follows:

Section 1. The following additions *italicized* and deletions ~~stricken~~ are made:

**Chapter A285
Fees**

Chapter 38, Department of Fire Prevention and Investigation

Single family home inspection	Included in building permit fee
Multiple-family dwelling inspection	\$50 plus \$2.50 per unit
Commercial space inspection (per business occupant, by square footage)	
	\$50
<i>Less than 1,500 sf</i>	
1,501 to 2,000 sf	\$50 \$55
2,001 to 5,000 sf	\$60 \$65
5,001 to 10,000 sf	\$80 \$90
10,001 to 25,000 sf	\$100 \$110
25,001 to 35,000 sf	\$125 \$140
35,001 to 50,000 sf	\$175 \$195
50,001 to 100,000 sf	\$250 \$250
100,001 to 250,000 sf	\$350 \$385
250,001 sf or greater	\$500 \$550
Industrial and storage inspection (by square footage)	
Per tenant, up to 5,000 sf	\$50
Each additional 1,000 sf	\$2.50
Public school fire inspection	\$75 \$100 annual book
Public school structural inspection	\$75 \$100 annual book
Private school inspection	\$24 \$100 book
Public assembly inspection (by number of persons)	
Up to 50	\$50
51 to 300 100	\$60
101 to 250	\$100
251 to 500	\$150
501 to 1,000	\$200
1,001 to 2,500	\$250
Over 2,500	\$300 plus \$50 per 100 persons over 100

<i>Re-inspection fee</i>	<i>\$25% of listed fee</i>
Family home day care inspection	\$50 plus \$2.50 per unit
Adult day care facilities inspection	\$50 plus \$2.50 per unit
Group family day care home inspection	\$50 plus \$2.50 per unit
<i>Maximum occupancy placard</i>	<i>\$25</i>
Hazardous materials fee rate for inspector or investigator	\$150 per hour
Late fees	5%–10%
Fire Training Center use fees (non-firefighting and emergency medical services)	
Training classroom	\$65 per day
Training grounds	
Monday - Friday, 9:00 a.m. - 4:30 p.m.	\$45 per hour
Nights and weekends	\$60 per hour
Fireworks permit	\$125
Chapter 66, Mynderse-Frederick House	
§ 66-2A(8) Town residents (nonrefundable)	\$50
Nonresidents (nonrefundable)	\$100
Chapter 89, Records	
§ 89-4 Photocopies not exceeding 8 1/2 x 14 inches	\$0.25 per page
Other records	Actual reproduction costs
Chapter 113, Alarms	
§ 113-4B Annual fee for alarm supplier permits	\$25
§ 113-4C One-time application fee	\$25
Chapter 120, Animals	
Adoption of dog	\$75
Senior rate	\$35
Lost dog tag	\$5
Redemptions:	
First contact	\$20
Second contact (within calendar year)	\$30
Third contact (within calendar year)	\$40
Dog park permits	\$20
Additional dog, seniors, veterans and active military	\$10
Boarding/impoundment	\$25 per day
§ 120-21C Dog license: local fee	\$9
§ 120-21K Penalty for failure to license dog	\$150
§ 120-21F Guide, hearing, service dog, or police work dog	Local fee waived
§ 120-21C Spayed/neutered dog	\$10
Senior rate	\$5
§ 120-21C Nonspayed/nonneutered dog	\$20
Senior rate	\$10

§ 120-21A	Under 6 months/unaltered	\$10
Chapter 127, Auctions		
§ 127-3	Permit fee	\$10
Chapter 135, Bingo		
§ 135-4	License fee (per occasion)	\$18.75
§ 135-14	Admission fee for any room/place in which games of chance are held	Not to exceed \$1
	Participation fee (all games played under the license)	Not to exceed \$1 per opportunity
Chapter 140, Building Permits		
§ 140-3	Building permit fees	
	Single-family and two-family dwellings (including garages):	
	New construction	
	Up to 1,500 sf	\$600
	Over 1,500 sf to 3,000 sf	\$1,000
	Over 3,000 sf to 4,500 sf	\$1,250
	Over 4,500 sf to 6,000 sf	\$1,500
	Over 6,000 sf to 7,500 sf	\$1,750
	Over 7,500 sf	\$2,000
	Alteration, addition, demolition, etc.	\$50 for first \$1,000 in cost, plus \$8 per additional \$1,000 or fraction
	Demolition	\$100 per building
	Commercial, multiple-family dwellings, mixed-use, and industrial buildings:	
	New construction	
	First 1,000 sf	\$500 \$600
	Over 1,000 sf	Plus \$300 \$325 per additional 1,000 sf or fraction
	Parking fee	\$10 per new parking stall
	Alteration, addition, demolition, etc.	\$500 \$400 for first \$1,000 in cost, plus \$9 \$10 per additional \$1,000 or fraction
	Demolition	\$250 per building
	Religious institutions, colleges, and not-for-profit organizations:	

New construction	
First 1,000 sf	\$150
Over 1,000 sf	Plus \$100 per additional 1,000 sf or fraction
Alteration, addition, demolition, etc.	\$250 for first \$1,000 in cost, plus \$7 per additional \$1,000 or fraction
<i>Demolition</i>	<i>\$250 per building</i>
Accessory structures, including decks, sheds, fences	\$50 for first \$1,000 in cost, plus \$5 per additional \$1,000 or fraction <i>\$50 for first 100 square feet plus 10 cents per each additional square foot</i>
Swimming pools:	
Aboveground	
Single- and two-family dwellings	\$100
Others	\$200
In-ground	
Single- and two-family dwellings	\$250
Others	\$500
Change in tenancy	\$150 <i>\$175</i>
Construction trailer and portable storage units	\$100
Mall kiosk	\$100
Solid-fuel-burning appliance	\$50
<i>Residential</i>	<i>\$60</i>
<i>Commercial</i>	<i>\$100</i>
Zoning confirmation letter:	
Single- and two-family dwellings	\$35 <i>\$40</i>
Multiple-family dwellings	\$50 <i>\$75</i>
Commercial, mixed-use and industrial	\$50 <i>\$75</i>
Wireless telecommunications:	
New tower or extension of tower	\$5,000 <i>\$7,500</i>
Other than new tower or extension	\$2,500 <i>\$3,250</i>
Chapter 200, Motorcycles (ATVs)	
§ 200-7C Registration of off-highway motorcycle	\$5
Chapter 205, Noise	
§ 205-11B(11) Special variance	\$25
Chapter 216, Peddling and Soliciting	
§ 216-5D License application	\$250

	Additional employees	\$25 each
Chapter 220, Property Maintenance		
§ 220-3B	Registration fee (6 months)	\$250 \$300
	Renewal of registration	
	For properties abandoned for more than 6 months but less than 2 years	\$500 \$550
	For properties abandoned for more than 2 years but less than 3 years	\$1,000 \$1,100
	For properties abandoned for more than 3 years but less than 4 years	\$1,500 \$1,650
	For properties abandoned for more than 4 years, but less than 5 years	\$2,000 \$2,200
	For properties abandoned for more than 5 years	\$2,500 \$2,750 , plus an additional \$500 \$550 for each year in excess of 5 years
§ 220-3E	Administrative fee	10% of escrow required under § 220-3D
Chapter 225, Sewers		
§ 225-12	Residential sewer permit and inspection	\$150
	Duplex and commercial sewer permit and inspection	\$200
	Residential connection fee	\$125
	Duplex/commercial connection fee	\$150
	Sewer tap (excavation by others)	\$1,000
§ 225-13	One-time hookup	
	Single-family residence	\$2,085
	Industrial and commercial	\$2,085 plus \$695 per 100 gpd usage
Chapter 236, Solid Waste		
§ 236-9A	Resident license for rubbish/garbage collection	\$50 each vehicle
	Nonresident license for rubbish/garbage collection	\$100 each vehicle
Chapter 241, Stormwater Management		
§ 241-25D	Stormwater Pollution Prevention Plan review	
	1 acre or less disturbance	\$200 \$300
	Greater than 1 acre of disturbance	\$500 \$750
	Field inspection during construction	TDE charge if any
	Stop-work order issuance	\$250 \$375
Chapter 243, Streets and Sidewalks		
§ 243-5	Block party permit application	\$25
Chapter 247, Subdivision of Land		
§ 247-8H(2)	Lot line amendment	\$100

§ 247-8A(3)	Minor subdivision concept plan application	\$150 \$250
§ 247-9A(4)	Minor subdivision final plat plan hearing	\$50 \$75 per lot
§ 247-13A(3)	Major subdivision concept plan application	\$500 + \$100 per lot
§ 247-14A(2)	Major subdivision preliminary plat plan hearing	\$75 per lot
§ 247-32C	Fee in lieu of parkland reservation	See § 280-36

Chapter 272, Water

§ 272-4G(5)

Underground sprinkler system inspection	
Residential	\$300
Commercial	\$500
Duplex and commercial connection (size in inches)	
1	\$200
2	\$400
3	\$600
4	\$800
6	\$1,200
8	\$1,600
10	\$2,000
12	\$2,400
Residential connection	\$100
Meters actual cost (size in inches)	
¾	\$300
1	\$450
1 ½	\$790
2	\$1,050
Meters larger than 2 inches are to be furnished by the owner and satisfy Guilderland Water District specifications.	
Road excavation, bore and tap shall be borne by permittee.	
	\$50 minimum charge

§ 272-5F(3) Reestablishment of water service

§ 272-5H	Meter testing	\$150
	Service calls (nonemergency after work hours)	\$100
	Hydrant flow testing	\$500
	Frozen meter bottom replacement	Cost of replacement

§ 272-9.1C

Type of use	
Single-family, two-family, townhouse	\$750 per bedroom
Multiple-family, mixed-use dwelling	\$600 per bedroom
Senior residential facility	\$500 per bedroom
Affordable housing	\$400 per eligible bedroom
Subsidized senior housing	\$400 per eligible bedroom
Commercial, industrial, other uses	\$2,000 plus charge of \$7.50 per gallon per day based on standard engineering estimates
Parcels outside water district	200% of the above fees based on type of use

Chapter 280, Zoning

§ 280-17(E)	<i>PUD Application</i>	\$1,000
§280-17(E)(5)	<i>Preliminary site plan review</i>	\$300
§280-17(E)(7)	<i>Local Law adoption</i>	\$1,000
§280-17(F)	<i>Change in tenancy or use</i>	\$175
§280-19(B)(7)	<i>Change in tenancy</i>	\$175
§280-20(B)(2)	<i>Change in tenancy</i>	\$175
§280-21(B)(2)	<i>Change in tenancy</i>	\$175
§280-22(B)(1)	<i>Change in tenancy</i>	\$175
§280-23(B)(8)	<i>Change in tenancy</i>	\$175
§ 280-26B	Sign permit	
	Temporary banner or sign	\$50
	Replacement of sign face	\$75
	Permanent sign	\$100
§ 280-36	Open space, parks, and parkland fees	
	Single-family, two-family, townhouse	\$1,800 \$2,200 per dwelling unit
	Multiple family	\$500 \$1,200 per dwelling unit
	Mixed-use dwelling	\$500 \$600 per dwelling unit
	Residential facility independent living	\$300 \$500 per dwelling unit
§ 280-40F	Family apartment	\$25 per annual inspection
§ 280-40H(2)	Minor home occupation	No fee required \$50
§ 280-40K	Keeping of chickens	See § 140-3, Building permit fees
§ 280-40N	Mining and excavation	\$100 \$200 per acre
§ 280-40W	Small cell wireless facility	
	Application fee for up to five small cell wireless facilities	\$600 \$700
	Each additional small cell wireless facility beyond five	\$100 \$150
	Additional application fee for new pole (not a collocation)	\$1,500 \$1,750
	Annual fee per small cell wireless facility for right of way access or attachment to municipally owned structure in the right-of-way	\$300 \$400
§ 280-51	Variances	
	Residential	\$50 \$100 (Area Variance) \$200 (Use Variance)
	Nonresidential	\$300 \$200 (Area Variance) \$600 (Use Variance)
§ 280-52	Special use permit review	
	Residential	\$75 \$100
	Nonresidential	\$300 \$500
	Renewal	\$250

§ 280-53	Site plan review	
	<i>Renewal</i>	\$50 \$500 \$250
§ 280-54	Interpretation	
	Residential	\$75
	Nonresidential	\$300
§ 280-58	Amendment	\$600 \$1,000

§ A285-2 Miscellaneous fees.

Department of parks and recreation

Tawasentha Park

Entrance fee		
Resident		Free with sticker
Non resident		
Weekends		\$10 per vehicle
Weekends and holidays		\$20 per vehicle
Large passenger vehicle (10 + persons)		\$30 per vehicle
Pool		Residents Non-Residents
Adults	\$3 \$5	\$5 \$7
Seniors	Free	\$1 \$3
Children 14 and under	\$1 \$3	\$3 \$5
Children under 5 years	Free	\$1 \$3
Season pass (residents only)		
Family	\$100 \$125	
Individual	\$60 \$75	
Swim lesson (residents only)		\$15 \$20 per 2-week period
Cabana rental (resident only)		\$25 \$30 per 3-hour slot
Rentals (must be reserved by resident)		
Large pavilion		
Residents	\$175 \$185	
Nonprofit groups	\$175 \$185	
Business/private groups	\$235 \$260	
Chalet		
Residents	\$150 \$160	
Nonprofit groups	\$150 \$160	
Business/private groups	\$200 \$210	
Small pavilion		

Residents	\$125 \$135
Nonprofit groups	\$125 \$135
Business/private groups	\$150 \$160
Picnic Areas (No. 1, 2 or 3)	
Residents (limited to 25 persons)	\$50 \$60
Alcohol Beverage Permit	\$10
Special events (per number of participants)	
Up to 250 Up to 2 Up to 250	\$250 \$275
251 to 500	\$500 \$525
501 to 999	\$750 \$775
1,000 and up	\$1,000
Carry-in-carry-out trash policy	Prepaid fee of \$40 \$50 for park to remove
Summer recreational programs	
Day camp	\$85 \$95 per week session
Junior volunteer counselor	\$28 \$32 per week session
Cancellation fee	\$15
Return check fee	\$30
Transfer fee	\$5
Nott Road Park	
Field rental (per game)	
Residents	\$30 \$32
Leagues	\$45 \$48
NPG/business/private groups of 100+	\$45 \$48
Use of lights	\$55 \$60
Tournaments, per field	\$225 \$250 per day
Ballet Barn	\$35 \$37 per hour (2 hour minimum)
Western Turnpike Golf Course (cross country skiing and snowshoeing)	
Residents only	24-hour rental or next business day
Ski, boot and pole rental (weekends)	\$7 \$10 (pickup and return at Park's main office)
Snowshoe and pole rental (weekends)	\$5 \$7 (pickup and return at Park's main office)
Pickle Ball Set (paddle & ball)	\$5
Community Gardens	
Single Plot	\$20
Additional Plot	\$25

Western Turnpike Golf Course

Golf	Non Resident Rates	Resident Rates
18 Holes, Weekend	\$35	\$25
18 Holes, Weekday	\$33	\$25
18 Holes, Twilight	\$25	\$20
18 Holes, Senior-Weekend	\$28	\$22
18 Holes, Senior-Weekday	\$28	\$22
18 Holes, Junior-Weekend	\$24	\$22

18 Holes, Junior-Weekday	\$24	\$22
9 Holes, Weekend	\$23	\$15
9 Holes, Weekday	\$22	\$15
9 Holes League	\$20	\$20
Cart Rates		
18 Holes, Two Riders	\$40	\$40
18 Holes, One Rider	\$20	\$20
9 Holes, One Rider	\$10	\$10
Membership		
Before 12/31/2022		
Single	\$1180	\$930
Single-Senior	\$1095	\$875
Married-Couple	\$1725	\$1345
Senior Married Couple	\$1595	\$1235
Junior	\$475	\$375
After 1/1/2023		
Single	\$1390	\$1130
Single-Senior	\$1300	\$1050
Married-Couple	\$1965	\$1595
Senior Married Couple	\$1845	\$1465
Junior	\$475	\$375

Transfer Station Department

Household kitchen garbage	
Residents	\$7
Seniors	\$6
Active volunteer firefighters/EMS	\$3
Demolition materials, appliances and cleanouts	
Residents	
Up to 100 pounds	\$5.75
Over 100 pounds	\$115 \$125 per ton (pro rata)
Contractors and businesses	
Up to 100 pounds	\$6.25
Over 100 pounds	\$125 \$135 per ton (pro rata)
20-pound propane tanks (actual cost to Town)	\$3
Private use of weight scale	\$5
Television	\$20
Tire disposal	
Passenger and light truck tires	\$3
On rim	\$5 \$6
Industrial and small to medium commercial	\$7 \$10
Commercial 20 inches to 24 1/2 inches	\$12 \$15
On rim	\$17 \$20
Small solid tires	\$22 \$30
Medium solid tires	\$37 \$40
Large solid tires	\$57 \$60

Other tires not listed	Per schedule at Transfer Station
Yard waste, business landscapers and tree services	
Brush and yard waste	\$70 per ton (pro rata)
100 pounds minimum	\$3.50
Administrative fee to licensed garbage haulers	\$150 per vehicle
Town Clerk	
Marriage license	\$40
Certified copies	\$10
Genealogical searches provided by Town Clerk	Per New York State fee schedule, with option to waive
Rezone application	\$600 \$1,000
Copies of Town Code chapters	
Chapter 280 , Zoning	\$20
Chapter 243 , Article III, Street Specifications	\$5
Chapter 247 , Subdivision of Land	\$5
Photocopy of Town documents (9 by 14 inches maximum)	\$0.25 per page
Mass gathering permit fees	\$250

SECTION 2. SEQRA Determination.

The Town Board declares that this Local Law’s amendments to Chapter 280 is an Unlisted Action under the State Environmental Quality Review Act and determines that it will not have a significant impact upon the environment and that a negative declaration should issue.

SECTION 3. Inconsistency.

Any local law, ordinance, resolution or portions thereof of the Town of Guilderland not consistent with this Local Law in whole or in part shall be repealed.

SECTION 4. Severability.

If any provision of this Local Law or the application thereof shall be adjudged invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Local Law shall not be affected thereby.

SECTION 5. Effective Date.

This Local Law shall become effective upon filing with the Secretary of State.

TOWN OF GUILDERLAND

Planning Department

Town Hall, Route 20
P.O. Box 339
Guilderland, NY 12084-0339
Phone: (518) 356-1980 x 1061
Fax: (518) 356-5514
Email: kovalchikk@togny.org



Peter G. Barber
Supervisor

Kenneth Kovalchik, AICP
Town Planner

MEMORANDUM

TO: Peter G. Barber, Supervisor
& Town Board

FROM: Kenneth Kovalchik, AICP, Town Planner

Date: November 29, 2022

SUBJ: **Town Board Consideration of Acceptance of the Albany Country Club's Country Hamlet Application**

Albany Country Club – Proposed Country Hamlet Summary

The Albany Country Club (“Applicant”) filed a formal application for a proposed Country Hamlet development. The Albany Country Club encompasses approximately 860 acres of land, of which 771.3 acres +/- is located in the Rural Agricultural (RA3) District and 89.4 acres +/- is located in the Single-Family Residential (R20) District. The lands located in the R20 District is the site of the former Weatherfield Phase IV Planned Unit Development (PUD), which previously permitted the development of 24 townhome units and 33 single-family lots. The PUD’s Phase IV approval for the development of the townhome and single-family lots has since expired. In October 2019 the Albany Country Club requested the Town Board's approval of a withdrawal of the PUD zoning for Weatherfield Phase IV. The zoning reverted back to the original R20 zoning, which existed prior to the approval of the Weatherfield PUD in 1973. As part of the proposed Country Hamlet, the Applicant is proposing to offer the lands located within the R20 District (89.4 acres) to the Town for town park purposes.

The following is a summary of the proposed Albany Country Club Country Hamlet Development:

A total of 254 Units are proposed within a development area consisting of approximately 192 acres, with a breakdown as follows:

- 88 single-family lots (26.9 acres)
- 116 townhome units (22.8 acres)
- 50 multi-family units (4.3 acres)

While the development envelope consists of 192 acres, approximately 121.1 acres of land within the development envelope (63% of the development site) will be deed restricted open space.

Visit the Town of Guilderland Website at <http://www.townofguilderland.org>

Open Space Summary

The Applicant is proposing the following as proposed open space associated with the Country Hamlet application:

1. 203 acres of deed restricted open space land located between the area of the country club/golf course and Normanskill.
2. The Applicant is proposing to convey 5.4 acres of land that abuts Nott Road Park to the Town for park purposes.
3. The Applicant is proposing to convey 89.4 acres of land (former Weatherfield Phase IV) to the Town for town park purposes.
4. The Applicant is proposing to deed restrict 121.1 acres of land within the development area.

In total there would be 410.8 acres of land protected as open space, via deed restrictions or through conveyances to the town for town park purposes.

Review Process for Country Hamlet Applications

The requirements for the Country Hamlet District are outlined in §280-14 of Town Code. Pursuant to §280-14.E of Town Code, Country Hamlets follow the review process in the same manner as a Planned Unit Development as outlined in §280-17 of Town Code. The Town Board is the lead agency with the Planning Board providing site plan review and recommendations to the Town Board.

SEQR Type I Action, Coordinated Review and Determining Significance

Pursuant to §617.4 of the State Environmental Quality Review Act the proposed Albany Country Club Country Hamlet proposal meets the following criteria for being listed as a Type I Action:

1. Construction of new residential units of 200 units or greater to be connected to community or public water and sewerage systems.
2. The adoption of changes in the allowable uses within any zoning district, affecting 25 or more acres of the district.

As lead agency, and if the Town Board accepts the application, the Board should classify the action as Type I at your December 6th meeting. This will allow the Board to conduct a SEQR coordinated review, required for all Type I Actions, including but not limited with the following agencies:

- NYS Department of Environmental Conservation
- NYS Department of Transportation
- NYS Office of Parks, Recreation and Historic Preservation
- US Army Corps of Engineers
- Voorheesville School District
- Town of New Scotland
- Albany County Planning Board

- Albany County Department of Public Works

With any Type I Action the lead agency must determine the significance of the action. To require an Environmental Impact Statement (EIS) for a proposed action, the lead agency must determine that the action may include the potential for at least one significant adverse environmental impact. To determine that an EIS will not be required for an action, the lead agency must determine either that there will be no adverse environmental impacts or that the identified adverse environmental impacts will not be significant.

The Town Planner recommends the Town Board not to take any action on determining significance at the December 6th meeting, if the application is accepted. The Board should wait until the SEQR coordinated review has been completed, consider any comments from the agencies included in the coordinated review, wait for the report from the Planning Board as discussed below and wait for comments from the Town Designated Engineer that will be appointed by the Town Board to assist the Town in review of the application, as discussed below.

Planning Board Sketch Plan Review

If the Town Board accepts the application the next step in the review process would be for the Town Board to refer the application to the Planning Board for sketch plan review. The Planning Board will review the plan and provide a report back to the Town Board. The referral to the Planning Board could occur simultaneously as the SEQR coordinated review. Once the SEQR coordinated review is completed and the Planning Board provides their sketch plan report to the Town Board, the Town Board would conduct a public hearing on the application. It is at this time the Town Board shall determine the appropriate land use intensity and dwelling unit density.

Rural Guilderland: Open Space and Farmland Protection Plan

The Albany Country Club property is located within the study area for the Rural Guilderland: Open Space and Farmland Protection Plan ("Plan"). The Plan provided a number of recommendations and strategies intended to provide the town with short- and long-term options to assist the community to implement its vision for rural Guilderland. The following recommendations/strategies from the Plan relate to and could be implemented by the proposed Albany Country Club Country Hamlet development, including but not limited to:

1. Enhance the Town's Strategy to Protect Drinking Water Quality

Recommendations included:

- Continued protection of sensitive environmental areas (floodplains, wetlands, steep slopes) through existing buffer regulations.
- Enhancement of municipal stream and watershed regulations, including larger setbacks from streams.
- Implementation of stormwater management requirements and standards.

Town Planner Comments:

Preserving lands adjacent to the Normans Kill is good planning when it comes to watershed protection.

2. Protect Significant Natural Resource Areas

Recommendations included:

- **Conservation of large tracts of woodlands.** A particular focus of these efforts should be the targeting of large, unbroken tracts of wooded areas and stream corridors.
- **Protection of scenic, wooded hills and ridges** from significant development.
- **Maintenance of wildlife habitat.**

Town Planner Comments:

"The Normans Kill and its tributaries constitute one of the largest and most important watersheds in the Capital District. While most of the main stream corridor is relatively undeveloped, recent trends suggest that certain areas are under increasing development pressure, which may seriously impact the creek in terms of water quality, bank stability, habitat diversity and recreational opportunities."¹ As proposed, there would be 400+ acres preserved as open space, with a 200-acre tract directly abutting the Normans Kill and 81 acres along a ridge adjacent to Relyea Road and western portion of the Weatherfield community.

Preserving lands adjacent to the NormansKill is critical when it comes to watershed protection. There is approximately 650 acres of land under various forms of protection from development, extending from the Watervliet Reservoir to NYS Route 155 along the Normans Kill riparian corridor, including the Vosburgh Trails, Tawasentha Park, Wormer Road conservation easement, Nott Road Park, and NY State rifle range lands. If the Albany Country Club Country Hamlet project is accepted and eventually approved the town will add another 400+ acres of land to the Town's conservation/preservation efforts to protect this watershed.

3. Utilize a Conservation Design Approach for Siting All New Types of Development

Recommendations included:

- Protecting scenic views will help maintain important water resources, provide for usable open space and generally ensure that development considers the natural environment as the key component to site layout.

Town Planner Comments:

The preservation of the 200+ acres abutting the Normans Kill will preserve the views from Nott Road, Route 155 and Grant Hill Road. Preserving the 81 acres on Relyea Road will preserve the views from Grant Hill Road, Depot Road, Relyea Road and view from the Helderberg Escarpment.

4. Establish Flexible Density Standards to Respect Landowner Equity

Recommendations included:

¹ Normans Kill Riparian Corridor Study - 2007

- In general, individual project densities are less of a concern than the overall reduction of development intensity across rural Guilderland.
- In those parts of town with sewer, water and roadway infrastructure in place, a higher level of density can be allowed as a trade-off for the provision of other public amenities such as open space, parks and other community needs.
- Projects that protect community-identified resources on the site (such as views and wildlife habitats) would be allowed a higher overall density compared with projects that did not make similar efforts.

Town Planner Comments:

The proposed development envelope consists of 192 acres with 254 units proposed. Approximately 121.1 acres of land within the development envelope (63% of the development site) will be deed restricted open space. An additional 289.7 acres is proposed as open space outside of the proposed development area. In total there would be 410.8 acres of land protected as open space, via deed restrictions or through conveyances to the town for town park purposes.

5. **Enhance Human Connections to the Land**

Recommendations Included:

- Provide for enhanced **community/pedestrian connections** throughout rural Guilderland.
- Enhance **low-impact recreation** opportunities, particularly those that do not adversely impact or require significant modification to the natural environment.

Town Planner Comments:

"In order to preserve important habitat and species diversity, prevent erosion, landslides, and flooding, and protect water quality, it appears the best use of the riparian corridor is for passive recreation such as kayaking/canoeing, hiking, fishing and wildlife observation."² The development plans show a proposed 25' wide pedestrian linkage through Area C (203-acre open space area) linking Nott Road Park and the Normans Kill to Wormer Road. From Wormer Road the trail will continue through the open space of the proposed development area extending to Relyea Road and the proposed 81 acres proposed to be conveyed to the town for town park purposes. The development plans also note a future boat launch, to be installed by the NYSDEC, is to be developed in Nott Road Park providing access to the Normans Kill.

6. **Establish Land Conservation Goals**

Recommendations included:

- Permanent protection of a portion of the town's "big woods" and/or natural areas.
- Medium term goals in the Plan indicated the protection of 500 acres of "big woods" and natural areas (cumulative acreage within rural Guilderland).

² Normans Kill Riparian Corridor Study - 2007

Town Planner Comments:

In total there would be 410.8 acres of land protected as open space, via deed restrictions or through conveyances to the town for town park purposes. As comparison, Tawasentha Park is 95 acres, with the adjacent winter recreation area and community gardens consisting of 97 acres (192 acres total). The open space associated with the proposed Albany Country Club project, if approved, would be more than double the size of Tawasentha Park, the Town's most heavily used park system.

Town Designated Engineer

The Albany Country Club Country Hamlet proposal is a large and complex project that will require detailed reviews on items such as stormwater design, water and sewer infrastructure design, traffic impacts and mitigation, and pedestrian improvements. The Town Board and Planning Board should use the services of a Town Designated Engineer (TDE) to assist in the review of this application. The Town Planner recommends using the services of CHA Consulting, Inc. CHA has provided TDE services to the town on large projects such as the Winding Brook Drive Planned Unit Development, Beacon Communities Intergenerational Community on Mercy Care Lane and Winding Brook Commons Planned Unit Development at the intersection of Winding Brook Drive/Western Avenue to name a few development project examples. CHA has also provided TDE services on sidewalk projects, most recently the Route 20 sidewalk project from Mercy Care Lane to Devonshire Boulevard completed in 2022.

Town Planner Recommendations

The Town Planner recommends the Town Board accept the Albany Country Club Country Hamlet application based on the following:

1. The proposal reflects a good balance between allowing higher density development while at the same time preserving large acreage as open space along a major riparian corridor and critical wildlife habitat area, one of the primary recommendations/strategies listed in the Rural Guilderland: Open Space and Farmland Protection Plan.
2. The proposal would further expand the town's goals of establishing an on-road/off-road linked system of trails linking Nott Road Park to the trailhead for the Helderberg Hudson Rail Trail in Voorheesville, via the 89-acre parcel on Relyea Road proposed to be conveyed to the Town for town park purposes, and a primary trail connection recommendation in the 2020 Guilderland Bicycle and Pedestrian Connectivity Study.
3. The proposal could allow an opportunity to implement pedestrian improvements on Wormer Road and Relyea Road, currently used by many bicyclists, walkers and runners. Options for pedestrian improvements should be considered and analyzed if the application is accepted considering there will be increased traffic and pedestrian use on these roads associated with the proposed Country Hamlet development.

4. The proposal would further the town's goals of preserving large tracts of land within the Normans Kill watershed and natural resource areas surrounding the watershed, which are primary strategies/recommendations in the Rural Guilderland: Open Space and Farmland Protection Plan and Normans Kill Riparian Corridor Study.

Remote Attachment:

[Albany Country Club-Country Hamlet ... y-club-country-hamlet-development\) \(LINK\)](#)

Albany Country Club, like most private clubs in the country, has had total membership decline over the past 20 years. In 2003 – 2008 our total annual membership averaged 423. In 2009, during the economic downturn our total membership declined to 345 and has averaged 346 since 2009 to 2022; current membership is 347. However, during 2009 – 2022 membership has fluctuated between a high of 367 to a low of 319.

In response to the membership trends Albany Country Club has focused on investing in our recreational facilities to extend our tennis season beyond the summer, added many family activities in golf, tennis, and poolside, expanded kids' programs with camps and clinics. We now have social activities and dining available 11 months of the year and continue to elevate the quality of our experiences and programming.

We have a strong marketing plan designed for the new community to introduce them to Albany Country Club immediately and make membership a natural fit for their new home. Our small geographical area has many private clubs, most of which have the advantage of closer proximity to residential areas than we currently have. Residents in this new development will have the ultimate convenience of a quality private club in their own neighborhood, and we expect to be able to capture a high percentage of them as new members.

We anticipate that the potential new members in the proposed development will have the same positive reaction as our members and our Weatherfield neighbors to the proposed walking trails, the boat launch and the preservation of open space. These amenities should enhance their recreational opportunities and increase their positive perceptions of ACC.

Our current membership count of 347 represents a positive net increase over last year and enables us to continue operations at a stable level. The influx of 254 new families basically "next door" gives us a unique opportunity to significantly increase our membership levels and invest capital into the kind of improvements members want to ensure our future growth.

ALBANY COUNTRY CLUB

300 WORMER ROAD

Proposed Country Hamlet District

Town of Guilderland, Albany County, New York

Town Board Presentation

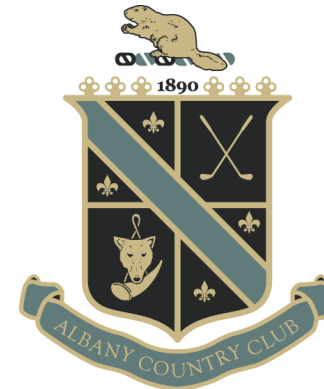
December 6, 2022

Applicant:

Albany Country Club

Engineer:

Ivan Zdrahal Professional Engineering, PLLC



ALBANY COUNTRY CLUB

300 WORMER ROAD

AGENDA

- 1. Albany Country Club (ACC) Overview
- 2. Lands of ACC
- 3. Existing Zoning
- 4. Proposed Zone Change
- 5. Reports and Studies Completed
- 6. Proposed Development Summary
- 7. Buildable Area
- 8. Density Determination
- 9. Development Plan
- 10. Proposed Impacts Assessment
- 11. Public Linkages and Open Space Plan
- 12. Water and Sewer
- 13. Albany Country Club Rationale for Project
- 14. Public Benefits



ALBANY COUNTRY CLUB

300 WORMER ROAD

1. ALBANY COUNTRY CLUB OVERVIEW

- Founded in 1890, one of oldest country clubs in the country. Originally located at site of UAlbany campus, relocated to Guilderland in the 1960's.
- With proceeds from sale of ACC Albany property to the State, the Club purchased over 1000 acres, including current 860 acres and lands sold for the Weatherfield neighborhood.
- ACC opened the Robert Trent Jones designed golf course and other facilities in 1968 and has been in operation ever since.
- Current Membership is 357
- Members primarily from Guilderland, including 40 Weatherfield residents, and surrounding towns
- 2022 operating budget of \$4.4m and 165 total employees
- ACC is the 5th largest employer and 6th largest taxpayer in the Voorheesville School District
- Organized as a Section 501c(7) not for profit organization



ALBANY COUNTRY CLUB

300 WORMER ROAD



2. LANDS OF ACC

Parcel ID: _____

50.00-3-10.1 844.2± ac

51.00-2-10 16.5± ac

Total Area = 860.7± ac

ACC Operating Area = 250.0± ac

ACC Vacant Lands = 610.7± ac



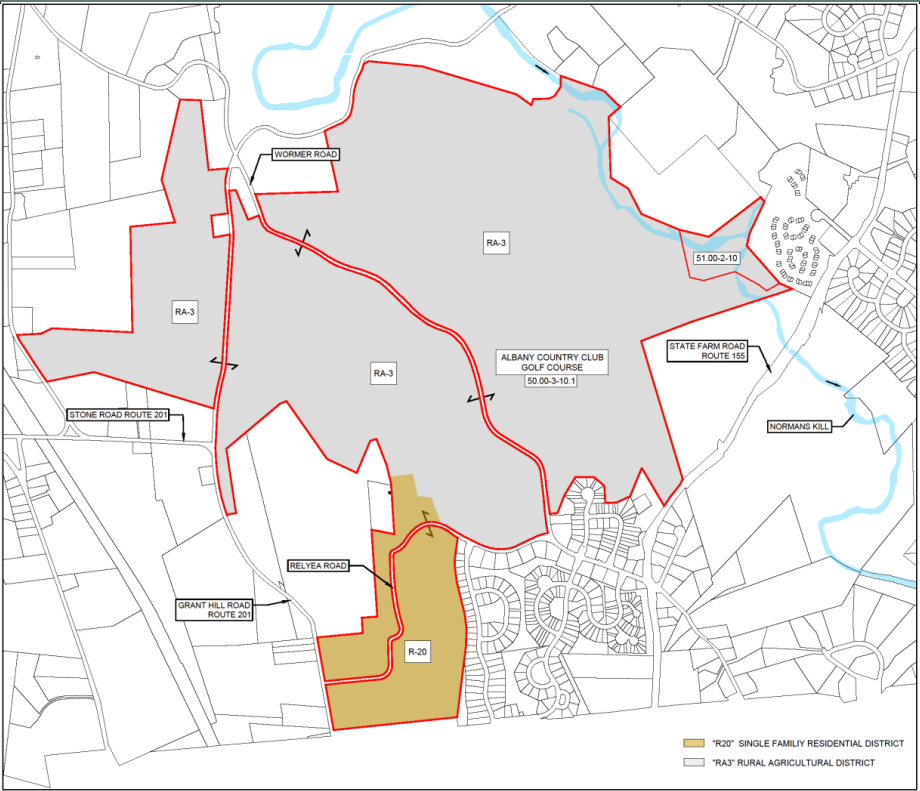
ALBANY COUNTRY CLUB

300 WORMER ROAD




3. EXISTING ZONING

Parcel ID:	Existing Zone
50.00-3-10.1	RA-3, 754.8± ac
	R-20, 89.4± ac
51.00-2-10	RA-3, 16.5± ac



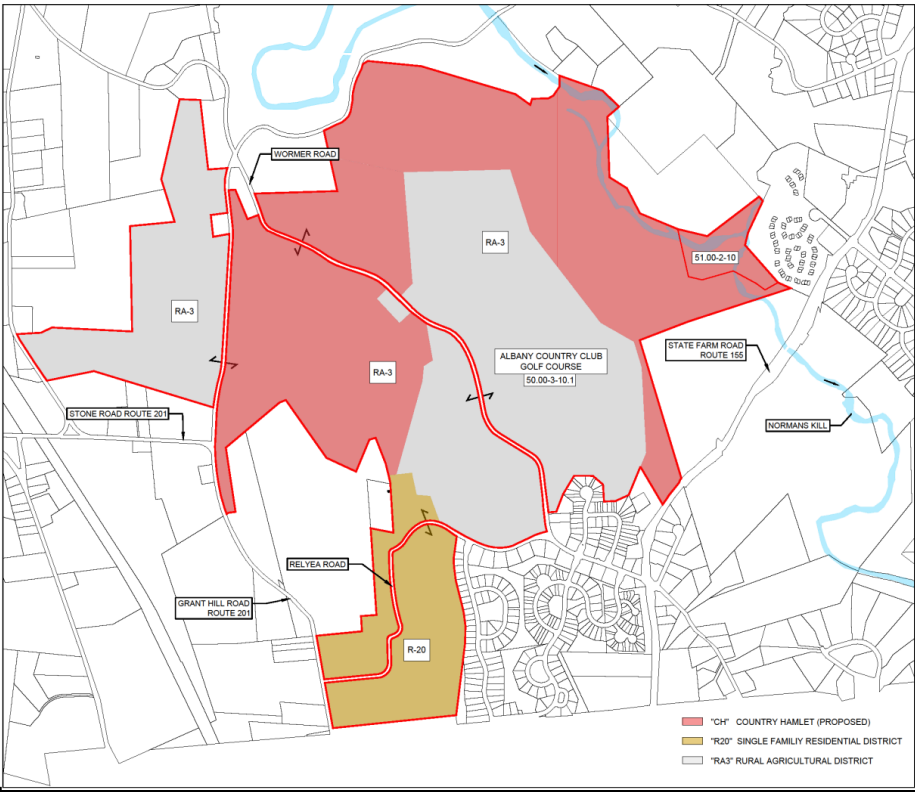
ALBANY COUNTRY CLUB

300 WORMER ROAD



4. PROPOSED ZONE CHANGE

PARCEL ID:	EXISTING (ZONE, ACRES)	PROPOSED (ZONE, ACRES)
50.00-3-10.1	RA-3, 754.8±	RA-3, 367.1±
	R-20, 89.4±	R20, 89.4±
51.00-2-10	RA-3, 16.5±	CH, 387.7±
		CH, 16.5±
TOTAL PROPOSED ZONE CHANGE AREA =		404.2± AC



ALBANY COUNTRY CLUB

300 WORMER ROAD

5. REPORTS AND STUDIES COMPLETED

Reports and Studies Completed

- Traffic Report
- Engineer's Report – Concept for Water and Sanitary Sewer Service
- Engineer's Report – Concept Stormwater Management Plan
- Ecology Reports – Wetlands Assessment and Endangered Species
- Archeological Assessment Report
- Slope Analysis
- Weatherfield Water and Sewer Evaluation for the Albany County Club, 2018
 - prepared for Town of Guilderland by Adirondack Mountain Engineering, PC



ALBANY COUNTRY CLUB

300 WORMER ROAD

6. PROPOSED DEVELOPMENT SUMMARY

Proposed 254 Unit Mixed-Use Residential Development

Single Family =	88 units
Townhouse =	116 units
<u>Condominium =</u>	<u>50 units</u>

Total = 256 units in CH District, including 2 ACC owned existing homes

- **Restricted Open Space = 324.3± ac**
- **Land for Town Parks = 86.7± ac** (Parkland, Boat Launch)
- **Off-Site Linkages** (Nature Trails, ROW for Trails)
- **Public Water Service Area Improvements** (Booster Station Replacement)
- **Public Sewer Service Area Improvements** (Decommission of existing siphon, New Pump Station)

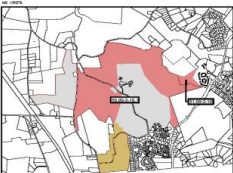


ALBANY COUNTRY CLUB

300 WORMER ROAD



7. Buildable Area



SITE LOCATION
LANDS OF ALBANY COUNTRY CLUB
TOP COUNTRY TRACT (PROPOSED)
TOP RURAL FAMILY RESIDENTIAL DISTRICT
TOP RURAL AGRICULTURAL DISTRICT
ALBANY COUNTRY CLUB

- LEGEND**
- A DISTRICT PROJECT AREA (V-TERRACE '91)
 - PROPOSED TOP CORNER BOUNDARY
 - LANDS OF ALBANY COUNTRY CLUB
 - METEORIC
 - AREA OF REFUGE
 - BUILDABLE AREA

LANDS OF ALBANY COUNTRY CLUB

1. TOTAL AREA OWNED BY ALBANY COUNTRY CLUB:
TOTAL = 887.74 AC

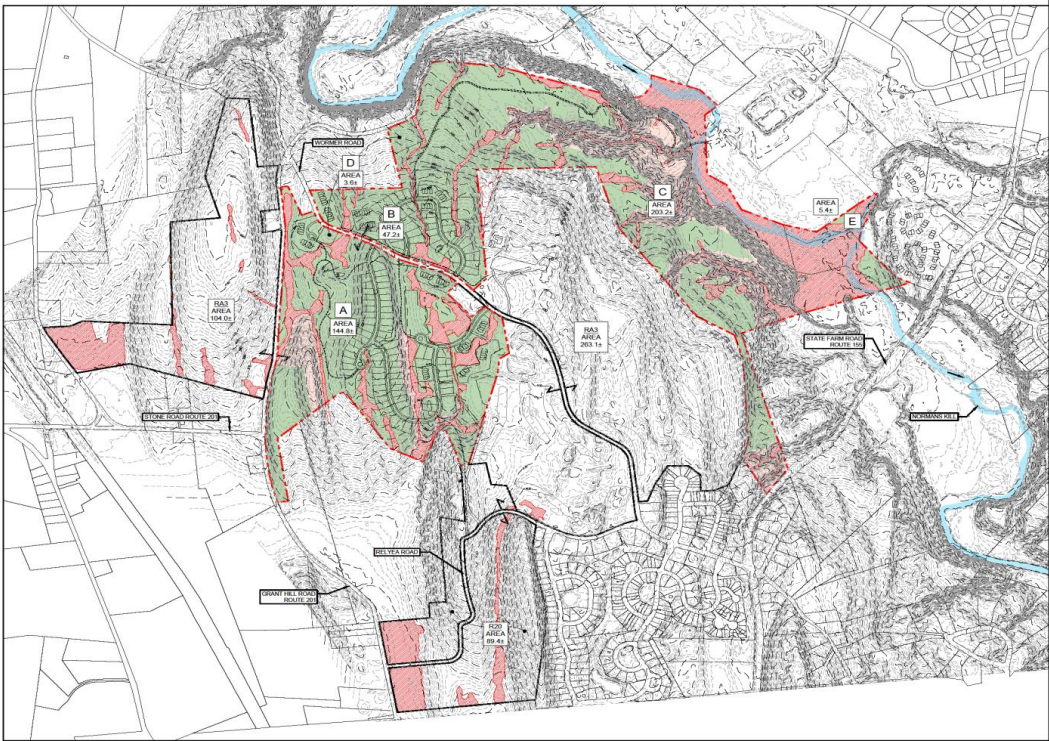
BASE DENSITY DETERMINATION

1. PROPOSED COUNTRY TRACT BY TOP CORNER BOUNDARY:
TAX PARCELS: 80,803.18 & ALL OF 81,883.10

2. TOTAL AREA OF DISTRICTS:
AREA "V" = 140.00 AC
AREA "R" = 37.00 AC
AREA "A" = 100.00 AC
TOTAL = 277.00 AC

3. TOTAL AREA OF DISTRICT "V" = 140.00 AC

4. BASE DENSITY DETERMINATION:
CONSTRAINED LAND = 81 AC
AREA OF REFUGE = 88 AC
TOTAL CONSTRAINED LAND = 169 AC
BUILDABLE LAND = 279 AC
ALLOWABLE RECREATIONAL BASE DENSITY (200 AC @ 0.55 DENSITY) = 109 AC



DATE: 12/06/2022	TIME: 10:00 AM	SCALE: 1" = 100'
DRAWN: [Name]		
CHECKED: [Name]		
APPROVED: [Name]		
PROJECT: BUILDABLE LAND PROPOSED COUNTRY TRACT (CH) DISTRICT LANDS OF ALBANY COUNTRY CLUB		
SHEET: EC-2		

ALBANY COUNTRY CLUB

300 WORMER ROAD

8. DENSITY DETERMINATION

Base Density

Total Area of CH District =	404.2± ac
Total Constrained Land (wetlands, repose) =	148.5± ac
<u>Buildable Land =</u>	<u>255.7± ac</u>
Allowable Base Density = (255.7 ac x 0.8 units/ac)	205 units

Proposed Open Space

Total Proposed Open Space =	329.8± ac (82.7%)
Buildable Area in Open Space =	181.3± ac (71.1%)

Density Bonus Considerations

Conservation – Total Area of Open Space > 75% =	Density Bonus = 25%
Public Water Supply Improvements =	Density Bonus = 20%
Off-Site Pedestrian Linkage =	Density Bonus = 10%

Proposed Density

Density Bonus Applied =	25%
Proposed Density =	256 units

Development density meets requirements and guidelines per Chapter 280, Zoning and Land Use Law.



ALBANY COUNTRY CLUB

300 WORMER ROAD

10. PROPOSED IMPACTS ASSESSMENT

Traffic

- Traffic Report prepared by Creighton Manning Engineering determined:
158 new vehicle trips during AM peak hour, and
194 vehicle trips during PM peak hour.
- Per Wormer Road recorded traffic data, the project will create a maximum of 64 new vehicle trips on any one approach during the peak hours (which is less than the NYSDOT and ITE threshold of 100).
- Sight Distances depicted on Development Plan can be provided via mitigation measures (e.g. tree pruning, grading)

Visibility

- Proposed project improvements will not adversely impact any sensitive local or regional viewsheds. The extensive land preservation and retained treed buffers will provide effective screening.

Water and Sewer Services

- Water and sanitary sewer improvements (on-site and off-site) will be designed and constructed to comply with all State and Town requirements. Services to the Weatherfield area will be improved.



ALBANY COUNTRY CLUB

300 WORMER ROAD

11. WATER AND SEWER

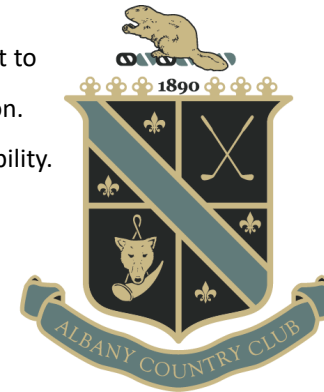
Water System Improvements

- Existing Greystone Avenue booster station has reached end-of-service life.*
- Project will be providing new, state-of-the-art water booster station located adjacent to Relyea Road water storage tank and will decommission Greystone Ave booster station.
- New booster station will begin new, full-service life, with improved operational flexibility.

Sewer System Improvements

- Currently, Weatherfield area wastewater is conveyed via a siphon system.
- Sewer siphon routinely clogs and requires regular flushing by Town.
- New pump station will eliminate siphon, and provide reliable service.

***per Town's Report prepared by Adirondack Mountain Engineering for Weatherfield Area (2018)**



ALBANY COUNTRY CLUB

300 WORMER ROAD

13. ALBANY COUNTRY CLUB RATIONALE FOR PROJECT

- Owning over 600 acres of fallow land has been a challenge for ACC.
 - Over the years plans included another golf course, multiple housing developments and sale of the lands.
- About 5 years ago, ACC leadership identified the development of the property as a means to address membership and economic fluctuations, and to protect the long-term viability of the club.
 - Development of the property was considered a better alternative to a sale, as the club could exert more control on uses and make sure that it was compatible with Weatherfield and Guilderland neighborhoods.
- During last 10 years ACC membership has averaged 346, prior to the 2009 economic downturn membership averaged 423.
 - While current membership levels and supplemental revenues from events/weddings support balanced operating budgets, they constrain needed capital investments and operating reserves.
- The goals of the proposed development are strengthening membership with 254 potential new members, reduction of liabilities and positioning ACC for financial stability while offering Town compatible housing options and substantial public benefits.



ALBANY COUNTRY CLUB

300 WORMER ROAD

14. PUBLIC BENEFITS

Water and Sewer System Improvements

Open Space

- 324.3± ac of permanent Open Space.

Land for Town Parks

- 81.3± ac dedicated for Town Park along Relyea Road
- 5.4± ac dedicated for Town Boat Launch

Pedestrian Linkages

- 9,625± feet of Nature Trails and pedestrian linkages.
- 4,800± feet of 25' R.O.W. for nature trail connection to Town Lands across Normans Kill
- Acknowledgement of pedestrian access links on Wormer Road, willingness to work with the Town to review alternatives that balance pedestrian and golf course uses.

Taxes


- \$94,000,000 in new assessed value.
- 254 units generates estimated \$591,633 in annual town/county taxes (2022 tax rates), and \$1,814,770 in annual school taxes (2022 VCSD tax rate)



AGENDA ITEM #2

TOWN OF GUILDERLAND MEMORANDUM

TO: Supervisor Barber

FROM: Jacqueline Coons
Chief Building Inspector 

DATE: December 1, 2022

RE: Zoning Code Amendment for Signs

Subsequent to commencing enforcement actions related to a non-compliant sign installation, the following restrictions are respectfully stricken:

1) **Painted Wall Signs**

Prior to the Zoning Code adopted in 1987, painted wall signs did not appear to be prohibited. It is inferred that when the Code was re-written at this time, a provision of a model Code used included a section prohibiting these types of signs. Town staff cannot explain the intent of having this restriction. It is possible that it was included to address maintenance issues but other sections of the Code regulate the upkeep of active signage. Unless there is a valid reason to keep this restriction in place it should be removed from the Sign Code.

2) **Two Building Mounted Signs**

It was brought to the attention of the Code Enforcement Officers that there is a restriction in the Sign Code that does not permit more than one building mounted sign per business. Historically the restriction that no more than two signs total per business be displayed has been strictly enforced but the additional restriction that only one may be building mounted has not. As the Sign Code modified in 2016 prohibited the use of pole signs, it is often times more feasible for a business to display two building mounted signs and not utilize a freestanding sign. This is most likely to occur when a building is located on a corner lot and desires visibility from multiple directions. Please consider striking this restriction.

TOWN OF GUILDERLAND

Peter G. Barber
Supervisor

Kenneth Kovalchik, AICP
Town Planner

Planning Department
Town Hall, Route 20
P.O. Box 339
Guilderland, NY 12084-0339
Phone: (518) 356-1980 x 1061
Fax: (518) 356-5514
Email: kovalchikk@togny.org

AGENDA ITEM #2



MEMORANDUM

TO: Peter G. Barber, Supervisor
& Town Board

FROM: Kenneth Kovalchik, AICP, Town Planner

Date: December 1, 2022

SUBJ: §280-26.C.13 - Painted Wall Signs

Painted wall signs have become a topic of interest recently related to the Herbie’s Burgers that recently opened at the intersection of Western Avenue and Gipp Road. A painted wall sign was applied to the east side of the building facing Gipp Road. Pursuant to §280-26.C.13 of Town Code no painted wall signs shall be permitted. It is the opinion of the Town Planner that a painted wall sign is similar in nature to a wall mounted sign and, in some circumstances, could be less obtrusive than a wall mounted, freestanding or monument sign for the following reasons:

1. No light will be emitted from a painted wall sign, making it less obtrusive.
2. No flashing displays will be emitted from a painted wall sign, making it less obtrusive.
3. A painted wall mounted sign is better suited in some situations, particularly on corner lots, where a freestanding or monument sign may be placed where it could negatively impact sight distance for vehicles.
4. The dimensions and color of a painted wall sign are similar in nature to a building mounted sign.
5. The Town can enforce the size, design and maintenance of a painted wall sign the same as any other type of sign.

Based on the reasons listed above the Town planner does not have an issue with allowing a painted wall sign to be installed on a building.

Visit the Town of Guilderland Website at <http://www.townofguilderland.org>



September 15, 2022

AGENDA ITEM #5

Name:
Title:
Company:
Address:
City, State and Zip:

AGENDA ITEM #3
12/6/2022

VIA EMAIL

Re: Letter of Intent (LOI) Agreement

Dear _____,

This Letter of Intent Agreement ("LOI" or "LOI Agreement") dated _____ (the "Effective Date") is entered into by and between Solomon Energy 2.0 LLC, a Delaware limited liability company with an office in Connecticut ("Solomon," "us," or "we") and _____ ("Customer" or "you"), a _____ with _____ an _____ office at _____.

This LOI summarizes the proposed solar photovoltaic systems (the "Solar PV Systems", "Solar PV Projects" or "Projects") to be designed, developed, installed, owned, and operated for your benefit at your facilities and properties listed in Appendix A (the "Sites").

1. **Solomon's Responsibilities.** During the Exclusivity Period (defined below) we shall perform some or all the following due diligence activities:

- Review the Sites listed in Appendix A;
- Perform site visit to review the properties and facilities;
- Design and engineer the proposed Projects;
- Submit interconnection applications to acceptable utility or agency;
- Perform various initial permitting, zoning and environmental reviews;
- Review the regulatory requirements with the applicable utility, incentive agencies, regulatory agencies for the Projects;
- Review and agree upon the sizes, structures and final financial economics of the Projects;
- Provide drafts of Final Project Agreements (defined below); and
- Negotiate and execute Final Project Agreements (defined below);

Solomon will be responsible for all costs to develop, engineer and permit the Projects during the Exclusivity Period.

2. **Customer's Responsibilities.** During the Exclusivity Period (defined below) you agree to the following:

- Provide access to the Sites for the purpose of gathering information, making surveys or physical inspections and performing studies necessary by Company to evaluate the proposed Solar PV Projects;
- Provide any relevant information including but not limited to utility bills, energy contracts, utility account and meter data or other relevant data; and



- Authorize us to communicate appropriately or submit necessary applications to applicable utility, incentive agencies, regulatory agencies or other entity to perform the necessary due diligence required to determine the viability of the Project.

Customer will be responsible for its own legal, financial, transaction and internal project management or other internal expenses during the Exclusivity Period.

2. **Final Project Agreements** - The final agreements and documentation (defined below) (collectively, "Final Project Agreements") will be negotiated between the parties during the Exclusivity Period may include:
 - Solar Power Purchase Agreements ("PPA");
 - NYSERDA NY-SUN Application and Incentive Agreements;
 - Interconnection Application and Agreements;
 - Site Lease Option Agreements ("Lease Option");
 - Site Lease Agreements ("Lease Agreement"; and
 - Energy Storage Hosting Agreements ("Hosting Agreement")

3. **Exclusivity.** By executing this LOI, the parties agree to a period of exclusivity of three hundred and sixty five (365) days from the Effective Date ("Exclusivity Period" as defined below) to complete the necessary due diligence, engineering and negotiation of final definitive agreements and documentation to commence the proposed projects based on the proposed terms as outlined herein.
 - During the Exclusivity Period, Customer hereby agrees that it will not contact other developers, installers or other parties regarding the proposed Solar PV System(s) or otherwise shop or solicit proposals for the installation of the proposed Solar PV Systems from any third party;
 - The Parties will negotiate in good faith during the Exclusivity Period, but for the avoidance of doubt, it is understood that neither party is obligated to enter into any or all of the Final Project Agreements or to enter into any transaction with respect to the proposed project and either party may suspend or terminate negotiations with respect thereto at any time and without any liability to the other party; and
 - In the event definitive agreements cannot be reached during the Exclusivity Period and Customer determines to move forward with Projects with another party within 12 months of the end of the Exclusivity Period, either Customer and/or the new developer will reimburse us for all out of pocket expenses incurred by us for costs paid to Central Hudson Gas & Electric Corp., another local utility or other approval agency for the for interconnection application process of the proposed Projects.

4. **Confidentiality.** Each of the Parties agrees that the terms of this Letter of Intent and all confidential and proprietary material disclosed to one another during the course of negotiations shall be considered confidential information (the "Confidential Information") and shall not, without prior written consent of each of the other Parties, be disclosed to any third party by either party (or their respective agents, partners or employees), in any manner whatsoever, in whole or in part, and shall not be used by any of the Parties other than in connection with this contemplated transaction; provided, however, that Confidential Information shall not include any information that is in the public domain or becomes known in the public domain through no wrongful act on the part of disclosing party. None of the Parties shall issue or authorize the issuance of any news release or other public statement or communication without the prior written consent of each of the other Parties.

5. **Marketing.** Each party agree that any publication of information regarding the Projects shall accurately reflect the details of such Projects and the participation and any written press release or public statement that a Party wishes to issue shall first be subject to the reasonable and timely approval of the other Party.

6. **Limitation of Liability.** Neither Party, nor its directors, officers, shareholders, members, managers, agents, employees, subcontractors or suppliers shall be liable for indirect, special, exemplary, or consequential damages of any nature under this Agreement.

7. **Assignment.** Neither party may assign this Agreement without the other's prior written consent which shall not be unreasonably conditioned, withheld or delayed.



8. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of laws principles.
9. **Authority.** Each of the parties to this Agreement has the right, power and authority to execute this Agreement, and their respective signatories have the right to bind their employers. This Agreement is enforceable against each of the parties in accordance with its terms.
10. **Non-Binding.** Except in the sections above regarding Exclusivity Period, Confidentiality, Marketing and Assignment it is understood and agreed that this Letter of Intent is a non-binding statement of our mutual intentions with respect to the proposed transaction, does not constitute an obligation to conclude a transaction binding on either side, does not contain all matters upon which agreement must be reached in order for the transactions to be consummated, and creates no rights in favor of either party except as expressly set forth herein. Neither party shall have any duties, obligations or liabilities in connection with the proposed transaction except upon execution and delivery of a definitive agreements setting forth the terms and conditions with respect to the potential transaction (subject to the conditions expressed therein), including an agreement for the design and construction of the System and a PPA for the purchase of the electricity generated by the System.
11. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other representations or agreements, oral or otherwise, between the parties that are not embodied in this Agreement shall be of any force or effect.

[SIGNATURE PAGE TO FOLLOW]



ACKNOWLEDGED AND AGREED:

SOLOMON ENERGY 2.0 LLC

By: _____

Name: Christopher Whitman
Title: Managing Member
Company: Solomon Energy 2.0 LLC
Phone: (203) 653-2718
Address: 40 Rogers Rd, Stamford CT, 06902
Email: cwhitman@solomonenergy.com
Date:

By: _____

Name:
Title:
Company:
Phone:
Address:
Email:
Date:



APPENDIX A

Customer: _____

Sites: 01) _____

02) _____

03) _____

04) _____

05) _____

06) _____

07) _____

08) _____

09) _____

10) _____

Memorandum

TO: TOWN SUPERVISOR, TOWN BOARD MEMBERS
FROM: FISCAL OFFICER
SUBJECT: BUDGET MODIFICATIONS
DATE: TOWN OF GUILDERLAND BOARD MEETING
 DECEMBER 6, 2022

AGENDA ITEM #
Revised ↑

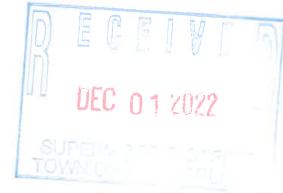


- In accordance with authority in Town Law Section 112, consider authorizing the following budget modifications to provide additional funding for amounts made or to be made in excess of the appropriation provided in the 2022 adopted budget.

Department	Object	Code	Increase/ (Decrease)
<i>1 To amend the budget for the senior bus grant. Bus received Nov 2022 and utilized a combination of grant, donations and Town funds. Town portion was originally approved in 2021.</i>			
Senior Transportation	Equip & Capital Outlay	B5680.2	134,859.34
General Fund B Revenue	Donations	B2705	4,036.65
General Fund B Revenue	Federal Aid	B4089	103,931.47
General Fund	Fund Balance	B0909	26,891.22
<i>2 To amend the budget for the interior lock project funded through ARPA. Purchase already approved by board.</i>			
General Fund Revenue	Federal Aid	A4089	4,737.42
Building Maintenance	Contractual	A1620.4	4,737.42
<i>3 To transfer funds for Q4 random drug testing over budgeted amounts.</i>			
Seniors Transportation	Contractual	B5680.4	10.00
Seniors Transportation	Equip & Capital Outlay	B5680.2	(10.00)
<i>4 To amend the budget to record the current election charge for 2021 cycle.</i>			
Election	Contractual	A1450.4	75,131.43
General Fund A Revenue	Real Property Tax	A1001	75,131.43
<i>5 To amend the budget for the Health Resources & Services Administration (HRSA) grant. Awarded to EMS Department to prevent, prepare and respond to the pandemic.</i>			
EMS	Equip & Capital Outlay	A3121.2	96,876.46
General Fund A Revenue	Federal Aid	A4089	96,876.46
<i>6 To amend the budget for the speed signs funded through ARPA. Purchase already approved by board.</i>			
General Fund Revenue	Federal Aid	A4089	13,000.00
Transfer to Other Fund	Transfer to Other Fund	A9901.9	13,000.00
Police	Equip & Capital Outlay	B3120.2	13,000.00
General Fund Revenue	Interfund Revenue	B5031	13,000.00
<i>7 To transfer funds for unbudgeted fees to reimbursement planning board for their required annual training.</i>			
Planning	Contractual	B8020.4	(500.00)
Planning Board	Contractual	B8021.4	500.00
<i>8 To amend the budget for unbudgeted fees to reimburse training costs under the provisions of Section 72-c of the NYS GML.</i>			
Fire Prevention	Personal Services	B3410.1	(8,540.85)
Building	Personal Services	B3620.1	(8,540.85)
Police	Contractual	B3120.4	17,081.70

AGENDA ITEM #5

TOWN OF GUILDERLAND
P.O. BOX 339
GUILDERLAND, NY 12084
(518) 356-1980



INTER-OFFICE MEMORANDUM

TO: Peter G. Barber, Town Supervisor and Board Members
FROM: Kaitlyn Craig, Personnel Assistant
DATE: December 1, 2022
RE: Town Board Agenda item(s)

Please consider the Provisional Appointment of Cassandra Berghammer for the position of Keyboard Specialist in the Highway Department.

Please consider the Provisional Appointment of Jesse Fraine for the position of Town Engineer, a newly created position as approved in the 2023 budget.

TOWN OF GUILDERLAND

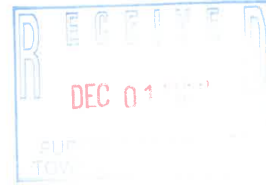
MEMORANDUM

TO: Supervisor Peter G. Barber and Town Board Members

FROM: Bill Bremigen, Assistant Superintendent
Department of Water & Wastewater Management

RE: 12/06/2022 Board Agenda

DATE: 12/01/2022



Please consider the hiring of Jesse Fraine as Town Engineer. Jesse has, and currently works on many projects in the Town. He is very familiar with Guilderland's Water and Sewer Department, as well as building, zoning, parks, and highway. With many projects coming up like Town wide meter replacement, and well rehab, having our own engineer will help immensely. As the frequency and cost of outside engineering continues to rise, this will benefit the Town in many ways.

Thank you for your consideration in this request.

Bill Bremigen
Bill Bremigen

Cycle 52
Warrant

AGENDA ITEM #6

Town of Guilderland

DEPARTMENT OF WATER AND WASTEWATER

6011 STATE FARM RD.

GUILDERLAND, N.Y. 12084

PETER G. BARBER
SUPERVISOR

(518) 456-6474
FAX: (518) 456-4508

LYNNE BUCHANAN
TOWN CLERK

TIMOTHY McINTYRE
SUPERINTENDENT

To: Lynne Buchanan
Receiver of Taxes

From: Kim Edick
Senior Utility Billing Clerk

Regarding: Collector's Warrant

Date: November 18, 2022

Attached please find the original Collector's Warrant dated November 18, 2022 for the Supervisor's Office. Along with the original warrant you will find seven copies; six copies that are required to be placed on the agenda for the next Town Board meeting and a copy for the Receiver of Taxes Office. I am also forwarding to you the Billing Journal for this billing cycle for the period of April 1, 2022 through September 30, 2022.

If you have any questions or concerns, please do not hesitate to contact me.

AGENDA ITEM #6

COLLECTOR'S WARRANT

**TO: Lynne Buchanan, RECEIVER OF
TAXES AND ASSESSMENTS**

You are hereby commanded to receive and collect from the several persons named as water users in The Guilderland Water District of the Town of Guilderland the sum of \$ 774,343.31 as and for Water Charges for the use of water for the periods Commencing as follows: April 1, 2022 and ending 09/30/2022.

CYCLE 52

TOTAL	\$ 774,343.31
OVERPAYMENTS	\$ 1,513.12
TO BE COLLECTED	\$ 772,830.19

DATED: November 18, 2022

ATTESTED:

Town Clerk

Supervisor

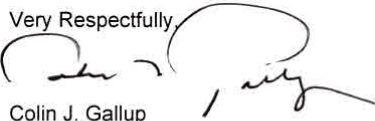
Memorandum

To: Peter G. Barber, Town of Guilderland Supervisor, and Town Board
From: CJ Gallup, Director of Parks and Recreation
Date: 12/1/2022
Re: Rent Increase for Town Properties

This document is to serve as a request for a \$25.00/month rent increase on each of the following Town owned properties. The rent increase is due to rising maintenance costs, and an effort to approach fair market value. The \$25.00 value was selected as a starting point and tenants will be notified to expect additional increases in coming years. The new rates are reflected below.

- Western Turnpike Golf Course, second floor apartment above the Pro Shop - \$325.00/mo.
- Farmhouse at 259 Route 146 - \$575.00/mo.
- Western Turnpike Golf Course, house at 200 Arthur's Place - \$825.00/mo.

Please let me know if you have any questions.

Very Respectfully

Colin J. Gallup
Director of Parks and Recreation



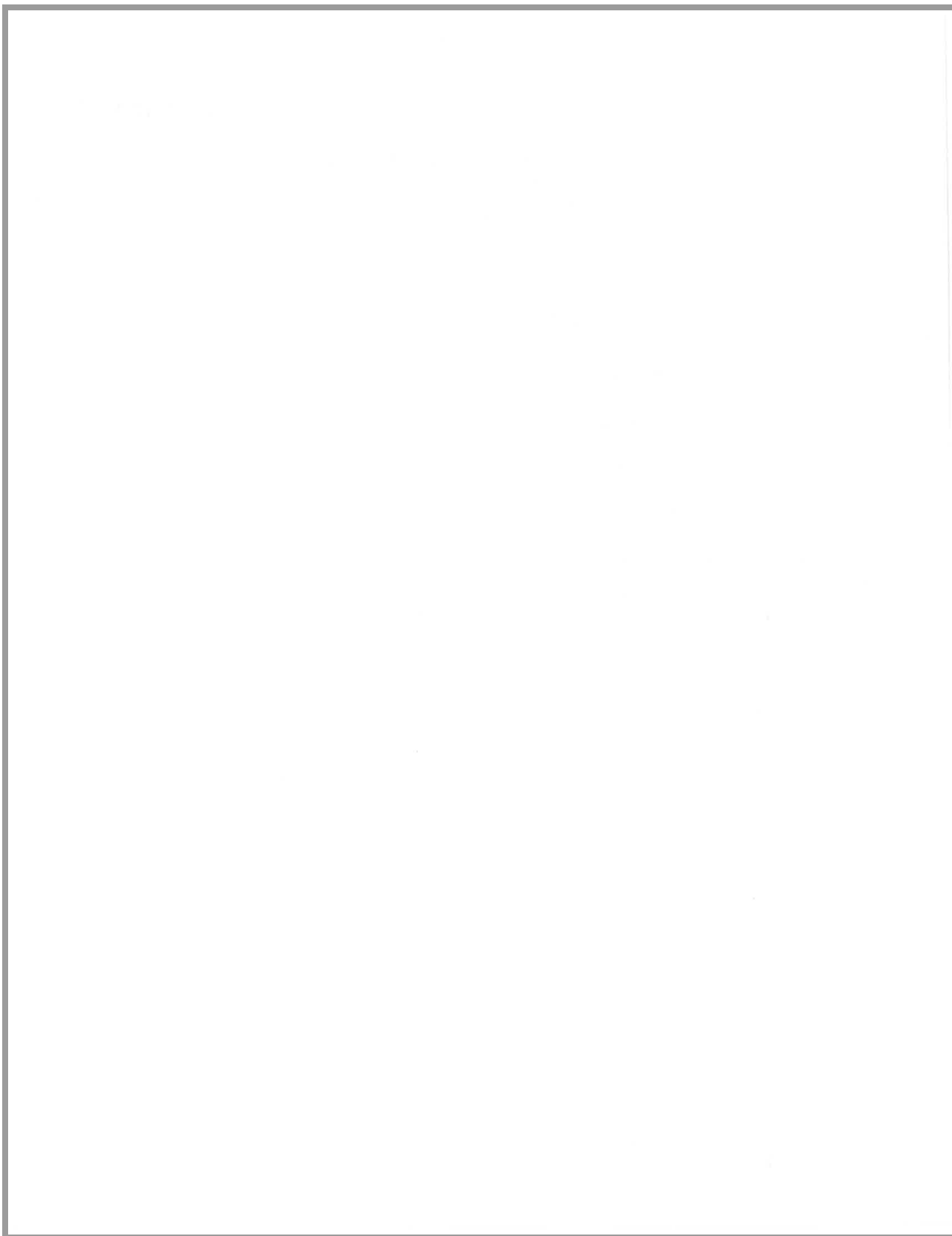
AGENDA ITEM #8

TOWN OF GUILDERLAND
P.O. BOX 339
GUILDERLAND, NY 12084
(518) 356-1980

INTER-OFFICE MEMORANDUM

TO: Peter G. Barber, Town Supervisor and Board Members
FROM: Darci Efaw, Comptroller
DATE: December 1, 2022
RE: Town Board Agenda item(s)

Please consider adopting the resolution for the Town of Guilderland to become a member of PERMA for Worker's Compensation effective 1/1/2023.



RESOLUTION TO JOIN MUNICIPAL GROUP SELF-INSURANCE PROGRAM

WHEREAS, the Authorized Representative of the Town of Guilderland desires to secure the Town of Guilderland's obligation to provide workers' compensation benefits, as applicable, through participation in a group self-insurance program of which the Town of Guilderland will be a member,

The Authorized Representative of the Town of Guilderland, duly convened in regular session, does hereby resolve, pursuant to, and in accordance with the provisions of Section 50 3-a of the New York State Workers Compensation Law and other applicable provisions of law and regulations thereunder, as follows:

Section 1. The Authorized Representative (hereinafter "Representative") of the Town of Guilderland does hereby resolve to secure Town of Guilderland's obligation to provide workers' compensation benefits, as applicable, through participation in a group self-insurance plan of which the Town of Guilderland will be a member;

Section 2. The Representative of the Town of Guilderland does hereby resolve to become a member of Public Employer Risk Management Association, Inc., a workers' compensation group self-insurance program for local governments and other public employers and instrumentalities of the State of New York.

Section 3. In order to effect the Town of Guilderland’s membership in said group self-insurance program, the authorized officer of the Town of Guilderland is hereby authorized to execute and enter into the Public Employer Risk Management Association Workers’ Compensation Program Agreement, annexed hereto as Exhibit A, on behalf of the Town of Guilderland.

Section 4. This Resolution shall take effect immediately for coverage effective 01/01/2023.

CERTIFICATION

I, _____, do hereby certify that I am the _____

Name

Title

of the Town of Guilderland and that the foregoing constitutes a true, correct and complete copy of a Resolution duly adopted by the Representative of the Town of Guilderland

at a meeting thereof held on _____.

Date

Dated:

Name and Title

Signature

[Seal if available]

State of New York
WORKERS' COMPENSATION BOARD

NOTICE OF ELECTION BY A POLITICAL SUBDIVISION OR FIRE DISTRICT
TO SECURE COMPENSATION AS A SELF-INSURER

(Prepare in duplicate. Mail original and retain duplicate.)

To: CHAIR, WORKERS' COMPENSATION BOARD

Regarding:

Town of Guilderland

Route 20 PO Box 339, Guilderland, NY 12084

Name of Political Subdivision or Fire District

Address

Federal Tax Identification Number 14-6002220

TAKE NOTICE that this political subdivision or fire district has elected to secure compensation to its employees pursuant to subdivision 3 of section 50 of the Workers' Compensation Law and files this completed notice in accordance with subdivision 4-a of said section.

- 1. a. A certified copy of the Resolution adopted, re: Self-Insurance, is attached.
- b. Other: (explain) Joined Public Employer Risk Management Association
Workers' Compensation Program

- 2. Election to secure compensation in accordance with subdivision 4-a of section fifty was duly made on 12/06/2022
Enter Date

- 3. Such election is effective from 01/01/2023
Enter Effective Date

- 4. Previous to such Effective Date these employees were covered as follows: (if by a policy insurance give name of carrier and policy number)
NYS Municipal Worker's Compensation Alliance Account Code: TGUIL

- 5. Do you intend to: a. Deal directly with your employees in compensation matters, or
 b. Through a licensed self-insurers representative.

If you checked "b", give the name and address of the representative: PERMA, PO Box 12250, Albany, NY 12212-2250 (518) 220-1111

- 6. Who will be the primary contact for self-insurance matters?
Name: Darci Efaw Title: Comptroller
Address: PO Box 339, Guilderland, NY 12084
Phone: 518-356-1980 x1032 E-Mail: efawd@togny.org

Signed By _____ Date Signed _____
Official Title Town Supervisor Telephone Number 518-356-1980

Mail original of this form and certified resolution to:

Workers' Compensation Board, Office of Self-Insurance, 328 State Street, 3rd Floor, Schenectady, NY 12305

SI-26 (11/16)

**SECTION 50, SUBDIVISION 4-a OF THE NEW YORK STATE WORKERS' COMPENSATION LAW
AS AMENDED BY CHAPTER 61, LAWS OF 1989, EFFECTIVE APRIL 1, 1989**

A county, city, village, town, school district, fire district or other political subdivision of the state may secure compensation to its employees in accordance with subdivision one or two or three-a of this section, and a public corporation as defined in subdivision one of section sixty of this chapter may also secure such compensation in accordance with article five of this chapter. If compensation is not so secured, a county, city, village, town, school district, fire district or other political subdivision shall be deemed to have elected to secure compensation pursuant to subdivision three of this section and in such case, no proof of financial ability or deposit or securities need be made in compliance with such subdivision. All other requirements prescribed by this chapter for employers so electing shall be complied with and notice of such election shall be filled with the Chair. For failure to file such notice of election, prescribed in form by the Chair, within ten days after the election was made, the treasurer or other financial officer shall be liable to pay to the Chair the sum of one hundred dollars as a penalty, to be transferred to the state treasury.

SI-26 (11/16)



CAPITAL DISTRICT TRANSPORTATION COMMITTEE

One Park Place, Main Floor · Albany, NY 12205-2676
www.cdtcmpo.org e-mail:cdtc@cdtcmpo.org

Phone: (518) 458-2161
Fax: (518) 729-5764

Chair
Mayor Kathy M. Sheehan

Executive Director
Sandra Misiewicz, AICP

Albany County
Daniel P. McCoy
Andrew Jayce

Rensselaer County
Steven F. McLaughlin
Kelly Hoffman

Saratoga County
Theodore T. Kusnierz Jr.
Thomas Werner

Schenectady County
Anthony W. Jasenski, Sr.
Rory Fluman

City of Albany
Mayor Kathy M. Sheehan

City of Cohoes
Mayor William T. Keeler

City of Mechanicville
Mayor Michael Butler

City of Rensselaer
Mayor Michael E. Stammel

City of Saratoga Springs
Mayor Ronald Kim

City of Schenectady
Mayor Gary R. McCarthy

City of Troy
Mayor Patrick Madden

City of Watervliet
Mayor Charles V. Patricelli

Town of Colonie
Peter G. Crummey

Towns and Villages
Mark Surdam, Hoosick
Mayor Thomas Tobin, Colonie

Alternates
Mark Hammond, Malta
Jaime Puccioni, Niskayuna

Albany County
Airport Authority
Phillip F. Calderone, Esq.

Albany Port
District Commission
Richard J. Hendrick

Capital District Regional
Planning Commission
TBD

Capital District
Transportation Authority
Carm Basile

New York State Dept. of
Transportation, Region 1
Patrick Barnes

New York State
Thruway Authority
Phil Serafino

Non-Voting Members
Marie T. Dominguez, NYS DOT
Stephen Goodman, FTA
Richard J. Marquis, FHWA

AGENDA ITEM #9

November 16, 2022

Peter G. Barber
Town of Guilderland
5209 Western Turnpike
Guilderland, NY 12084

Re: 2022 Municipal ADA Self-Evaluations and Transition Plans for Pedestrian Infrastructure

Dear Supervisor Barber:

The Capital District Transportation Committee (CDTC) is pleased to inform you that your municipality has been awarded an ADA Self-Evaluation and Transition Plan for Pedestrian Infrastructure (an ADA Transition Plan). A Memorandum of Understanding (MOU) is being provided for your review and signature, outlining the roles and responsibilities of both CDTC and the Town related to the project. The Town's local match commitment is valued at \$4,250 of in-kind labor.

Once the signed MOU has been returned to CDTC, you may reach out to Carrie Ward (cward@cdtcmpo.org) to discuss the next steps. We have worked with our consultant to estimate the scale of this project and will work with you if there are unforeseen challenges in completing the scope of work. A form to document the in-kind match contribution will also be provided to you with the fully executed MOU. Failure to provide the agreed to in-kind support may result in the cancellation of the project, impacting your ability to apply for future funding.

If you have any questions feel free to contact me or Carrie Ward and we look forward to working with you.

Sincerely,

Sandra Misiewicz, AICP
CDTC Executive Director

MEMORANDUM OF UNDERSTANDING

This agreement is entered into this ___ day of _____ by and between the Capital District Transportation Committee, One Park Place, Albany New York 12205 and the Town of Guilderland, 5209 Western Turnpike, Guilderland NY 12084.

WITNESSETH

WHEREAS, the Town of Guilderland (hereafter referred to as the "Town") has partnered with the Capital District Transportation Committee (hereafter referred to as the "CDTC"), the Metropolitan Planning Organization for the Capital District, for an Americans with Disabilities Act Municipal Self-Analysis and Transition Plan for Pedestrian Infrastructure (hereafter referred to as the "ADA Transition Plan");

WHEREAS, the ADA Transition Plan is a consultant effort funded through the CDTC 2022-2023 Unified Planning Work Program. CDTC will administer a consultant contract on behalf of the Town;

WHEREAS, the parties will jointly guide the consultant on technical aspects of the ADA Transition Plan;

WHEREAS, all data and reports developed as part of the ADA Transition Plan will be jointly owned by CDTC and the Town;

WHEREAS, the ADA Transition Plan is anticipated to be completed in fiscal year 2023-2024;

WHEREAS, the parties desire to set forth the rights and responsibilities pursuant to this agreement;

NOW, THEREFORE, parties hereby agree to the following:

1. The CDTC shall be responsible for:
 - a. Managing the consultant Agreement
 - b. Attending project meetings as requested by the Town
 - c. Providing technical assistance as requested
 - d. Providing any available data pertinent to the consultant for the study
 - e. Reviewing consultant deliverables in a timely manner
 - f. Handling all contracting issues including payment to the consultant
 - g. Working with the consultant to provide the Town with an ADA Transition Plan
2. The Town, shall be responsible for:
 - a. Providing CDTC documentation for a minimum value of \$4,250 of in-kind labor directly related to the ADA Transition Plan. Documentation is due on:
 - March 1, 2023 (covering April 1, 2022 through February 28, 2023)
 - March 1, 2024 (covering April 1, 2023 through February 28, 2024)
 - b. Coordinating volunteers for data collection
 - c. Providing any available data pertinent to CDTC for the ADA Transition Plan

- d. Attending project meetings as requested by CDTC
- e. Advising the public of this project, its process, and soliciting public input into the ADA Transition Plan and its priorities
- f. Reviewing consultant prepared deliverables

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of _____ 2022.

FOR THE CAPITAL DISTRICT
TRANSPORTATION COMMITTEE

FOR THE TOWN OF GUILDERLAND

Executive Director

Supervisor

AGENDA ITEM #11

Town of Guilderland
Office of the Town Attorney

Albany County Route 20
P.O. Box 339
Guilderland, NY 12084-0339
Telephone: (518) 356-1980
Facsimile: (518) 356-5514

James P. Melita, Esq.
Town Attorney

December 2, 2022

Memo

Re: **DISH WIRELESS OPTION AND LEASE AGREEMENT**

Dear Supervisor and Members of the Town Board:

I am requesting that the Supervisor and Members of the Town Board give Supervisor Barber the authorization to sign a lease agreement with DISH Wireless regarding the above noted proposal.

The Option shall continue for thirty-six months, with the ability for the Town to provide DISH right of first refusal after twelve months. The lease term will be five-year increments at \$1500.00 per month with a 2% annual escalation clause. I have enclosed relevant documents for your review. Please note that the above amount of \$1500 per month is higher than what is included in the draft lease as the Town was able to negotiate this higher amount. The final lease will be subject to other further negotiations prior to the Supervisor signing.

Thank you for your time and consideration regarding this matter. Please feel free to contact me should you have any questions.

Sincerely,


James Melita

James P. Melita, Esq.
Guilderland Town Attorney

SITE OPTION AND LEASE AGREEMENT

This Site Option and Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between Town of Guilderland, New York, having a place of business at 5209 Western Turnpike, Guilderland, NY 12084 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Cable Space**” means the additional leased ground space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Equipment Space, Structure Space and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located on the Property.

“**Equipment Space**” means the leased ground space where cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Permitted Modifications**” means adding, replacing, or modifying Tenant’s Equipment within the Premises.

“**Property**” means that certain parcel of real property upon which the Structure is located.

“**Structure**” means that certain structure of which the Premises are a part.

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“Structure Space” means that portion of the Structure designated for use by the Tenant for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios, cables/coax, nodes, and/or related equipment.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 3045 Lone Pine Rear Road, Guilderland, NY 12303, as more particularly described in Exhibit A. Landlord leases to Tenant: (i) a portion of the Structure for the installation of Tenant’s Equipment in the Structure Space; (ii) approximately 150 square feet of ground space (“Ground Space”) for the Tenant’s use and operation of its facilities as Equipment Space; and (iii) additional space on the Property to be used as Cable Space. The Structure Space, Ground Space, Equipment Space, and Cable Space such are initially described in Exhibit B, and collectively referred to as the “Premises”. Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant’s Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant’s sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the “Option”). The Option shall commence on the Effective Date and shall continue for a period of thirty-six (36) months (the “Option Period”). Tenant shall pay Landlord Three Thousand and 00/100 Dollars (\$3,000.00) (“Option Fee”) for the Option Period. The Option Fee shall be paid within ninety (90) days following the commencement of the Option Period. This Agreement will constitute a lease of the Premises upon Tenant’s exercise of the Option. Tenant may exercise the Option by providing written notice to Landlord (email being sufficient) of its decision to exercise the Option. If Tenant terminates the Option, this Agreement shall be deemed terminated. In the event, during after the initial twelve (12) months of the the Option Period, the Landlord decides to sell, lease or transfers either its rights in all or any portion of the Premises or Landlord’s right to the receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale, lease or transfer, Landlord shall first provide Tenant with a right of first refusal (“ROFR”) to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party, Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant’s exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

2.3 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “Initial Term”) will commence on the first (1st) day of the month following the date Tenant exercises the Option, in accordance with Section 2.2 above (the “Commencement Date”), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a “Renewal Term” and together with the Initial Term, the “Term”). However, Tenant may, in Tenant’s reasonable discretion, elect not to renew the lease Agreement at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. After the second Renewal Term and each Renewal Term thereafter, Landlord may, in

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its reasonable discretion, elect not to renew the Agreement at the end of the then-current Term by giving Tenant written Notice at least eighteen (18) months prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.4 **Rent.** Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by two percent (2%) of the then-current Rent (i.e., 2% annual increase). Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.5 **Contingencies.** The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 **Tenant's Permitted Use.** Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 **Access.** Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises.

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3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may use and make reasonable modifications to the Premises' electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense. Tenant shall, at its own cost and expense, obtain its own metered electric supply from the utility company. Until or in the event that Tenant cannot obtain its own metered electric supply, it shall have the right to submeter from Landlord, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. Tenant's actual utility usage charges shall be paid by Tenant to Landlord (each without mark-up) within thirty (30) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use best efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise cause measurable interference with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference by Tenant, Landlord or other third parties continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to (or Tenant shall, if Tenant is the interfering party) cease operating,

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and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month

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basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a

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breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof.

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All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to

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remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

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12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

Town of Guilderland
 P.O. Box 339
 5209 Western Turnpike
 Guilderland, New York 12084
 Attn: Town Clerk
 (518) 356-1980 – Telephone

If to be given to Tenant:

DISH Wireless L.L.C.
 Attn: Lease Administration
 5701 South Santa Fe Blvd.
 Littleton, Colorado 80120

With a copy to:

Department of Water & Wastewater
 6011 State Farm Road
 Guilderland, New York 12084
 Attn: Water Superintendent
 (518) 456-6474 – Telephone

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement,

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no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

TOWN OF GUILDERLAND, NEW YORK

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain piece or parcel of land situate in the Town of Guilderland, Albany County, New York, as shown on a map entitled "Lands to be Conveyed to the Guilderland Water District of the Town of Guilderland", made by Paul F. Cooney, Professional Engineer and Land Surveyor, dated October 22, 1984, and which said parcel is bounded and described as follows:

Commencing at the southeast corner of lands of the Fort Hunter Fire District as shown on the aforementioned map; thence on a bearing of North 69 degrees, 11 minutes, 00 seconds East, a distance of 61.00 feet to the point of beginning of the land to be described, said point of beginning being an iron rod set in concrete; thence North 39 degrees 13 minutes, 56 seconds West a distance of 361.73 feet to an iron rod set in concrete; thence North 51 degrees, 38 minutes, 03 seconds East a distance of 440.00 feet to an iron rod found; thence South 39 degrees 13 minutes, 56 seconds East a distance of 400.0 feet to an iron pipe set in concrete; thence South 51 degrees, 38 minutes, 03 seconds West a distance of 319.58 feet to an iron rod set in concrete; thence South 69 degrees, 11 minutes, 00 seconds West a distance of 126.91 feet to the point of beginning.

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EXHIBIT B

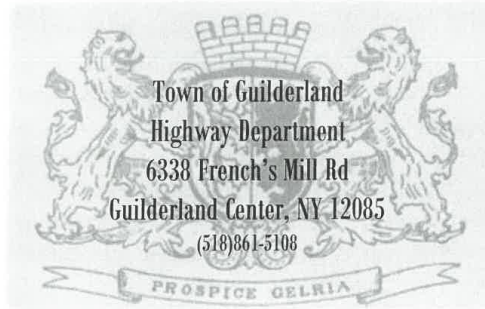
SITE PLAN

"Tenant" is referred to throughout this exhibit as *"DISH WIRELESS, LLC"*

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AGENDA ITEM #12

Peter G. Barber
Supervisor

Gregory J. Wier
Superintendent

Re: Purchase of a new Falcon 3-ton Hot Box Trailer
12/5/2022

Supervisor Barber
Town Board



Supervisor Barber,

I am requesting that the Board approve the purchase of the new 3-ton Falcon Hot Box Trailer in the amount of \$41,137.00. The unit will be purchased through NYS Contract #PC68466 (See attached quote) and the vendor is Stephenson Equipment Inc.

I will need the board's approval to use CHIPS/Pave NY expenditures in the amount of \$41,137.00 to cover the purchase.

Respectfully Submitted
Gregory J. Wier



Harrisburg, PA Pittston, PA
 Prospect Park, PA
 800-325-6455 866-667-6756
 800-220-4033
 Syracuse, NY
 Albany, NY
 800-368-6455 518-
 357-2200

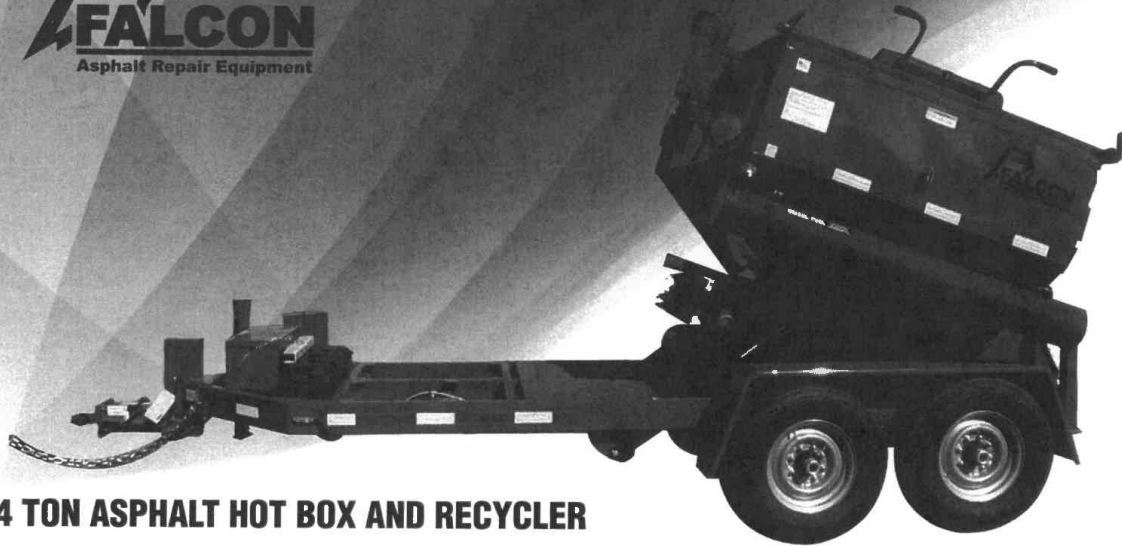
T/O Guilderland Hwy Dept. PO Box 162 Guilderland Center, NY 12085	Phone: Fax: Email:	Date: 11/1/2022 Rep.: Jeffrey Lantz C#518-491-8598
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Qty	Item #	Name	Price	Total
1		Falcon 3-Ton Hot Box Trailer	OGS Contract	\$39,210.00
		Triple wall construction, fully insulated		
		Automatic temperature control		
		Diesel fuel source VIP technology		
		1-piece, seamless ceramic comustion chamber		
		Dual diesel burner (Recycling) w/24hr timer		
		12VT battery with battery charging package		
		Tandem axles w/ST235/80R 16 tires		
		Dump box (elec/hyd) & tandem axle trailer frame		
		Electric brakes, LED S/T/T, LED works lights,		
		One amber strobe per side & strobe light		
		3-position tool holder & release sprayer basket		
		Diamond tread plate hopper access platform		
		Hopper access step		
		Paint: Falcon Red, Yellow or Orange		
	Options:	Add to base price		
		24 x 24 compactor basket, add + \$355.00		
		12vt hoist & winch, add + \$3,044.00		
		7 day timer, add + \$521.00		
		30gal heated rejuvenator/tack tank		
		gravity fed, add + \$4,452.00		
		Rejuvenator spray sys.-Honda 5.5hp eng., viking		
		HL-32 pump, 10 gallon flush tank & spray wand		
		Add + \$3,926.00		
		Hose reel for rejuvenator system, add + \$861.00		
		Wash down system w/reel, add + \$1,778.00		
		Hour meter, add + \$184.00		
		Sub Total		\$39,210.00
		Shipping & Handling (Inbound)		\$1,927.00
		Taxes 0.000%		\$.00
		TOTAL		\$41,137.00

Comments: Current OGS Pricing. Contract #PC68466.
 Quote valid for 30 days.
 Two year machine warranty and lifetime frame warranty

Office Use Only:

Driven By Customer Satisfaction Since 1957



4 TON ASPHALT HOT BOX AND RECYCLER

STANDARD:

- Battery charger package
- Automatic temperature control
- VIP technology
- One piece ceramic combustion chamber (diesel)
- Diamond tread plate hopper access platform
- Heated shoveling platform
- 12 volt deep cycle batteries
- Conspicuity tape

OPTIONS:

- Hydraulic dump function
- Dual burner recycling package
- Hydraulic loading and unloading doors
- LED light upgrades including LED arrow board
- 30 gallon tack tank with spray system and hose reel
- Basket for mounting compactor
- Wash-down system
- 24-hour or 7-day timer
- Short frame - 14'
- XL frame - 18', 20'
- Electric overnight heat
- Hoist - manual or electric
- Tire upgrade
- Propane torch with bracket
- Other customizable options available

Falcon hot boxes and recyclers give you unparalleled **versatility**. You can **transport cold mix**, keeping it warm during the winter months and making it easier to work with; you can **transport hot mix and keep it hot all day**; and you can **hold hot mix overnight**, keeping it warm for up to 48 hours. You can also **reclaim unused hot mix**, eliminating the waste of good material, and you can **recycle asphalt chunks and millings**. All of this makes Falcon the most versatile machine you can buy for pavement preservation.

All Falcon machines are built with pride in Michigan and come with the following standard features: **patented heat management system** featuring a 5-year maintenance-free combustion chamber, **large unloading door** for easy access, **patented VIP system** to eliminate damage from low voltage, a **2-year machine warranty and lifetime frame warranty**, an emphasis on **curbside safety** and easy platform work surfaces, and a durable and **reliable dump system**.

THE FALCON ADVANTAGE



Large Unloading Door For Easy Access



Patented Heat Management System



Platform For Safe, Easy Hopper Access



Patented VIP - Low Voltage Shutdown



Dump System - Pivot Point & V-Body

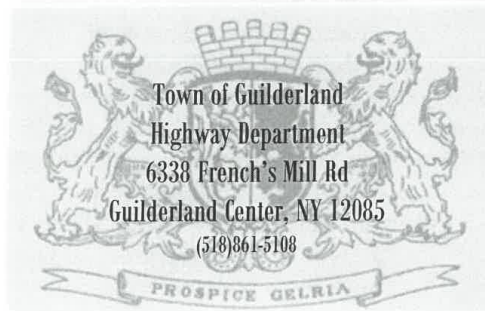


Lifetime Frame Warranty

Falcon Asphalt Repair Equipment
2600 W. Salzberg Rd
Freeland, MI 48623
sales@falconrme.com

Phone: (989) 495-9332
Fax: (989) 495-9342
www.falconrme.com

WWW.FALCONRME.COM

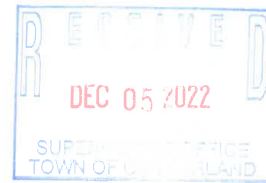


AGENDA ITEM # 12

Peter G. Barber
Supervisor

Gregory J. Wier
Superintendent

Re: Purchase of a new 1-ton Asphalt Roller
12/5/2022



Supervisor Barber
Town Board

Supervisor Barber,

I am requesting that the Board approve the purchase of the new 1-ton asphalt roller in the amount of \$21,729.00. The unit will be purchased through NJPA Source Well Contract #032119-BAI (See attached quote) and the vendor is Stephenson Equipment Inc.

I will need the board's approval to use CHIPS/Pave NY expenditures in the amount of \$21,729.00 to cover the purchase.

Respectfully Submitted
Gregory J. Wier



Harrisburg, PA Pittston, PA
Prospect Park, PA
800-325-6455 866-667-6756
800-220-4033
Syracuse, NY
Albany, NY
800-368-6455 518-
357-2200

Bob Haver T/O Guilderland Hwy Dept. PO Box #162 Guilderland Center, NY 12085	Phone: (518) 382-5144 Fax: Email:	Date: 12/5/2022 Rep.: Jeffrey Lantz C#518-491-8598
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Qty	Item #	Name	Price	Total
1	New	Bomag Tandem Roller BW900-50 Operating WT: 2,639lbs 20HP Honda GX630 Gas Engine 35.4" rolling width Front vibrating drum Pressurized water system ROPS Rotary beacon, back up alarm All standard equipment	Source - Well	\$24,851.00
		1-Year Warranty		
		NJPA/Source Well Contract Pricing Contract #032119-BAI		
1		Less Source Well Discount		-\$5,572.00
1		Inbound freight & PDI		\$2,450.00
		Lead time: TBD at time of order		
		Customer pick up @ SEI Waterford		
Sub Total				\$21,729.00
Shipping & Handling				
Taxes 0.000%				\$.00
TOTAL				\$21,729.00

Comments: Quote is Valid for 60 Days. Office Use Only:

Driven By Customer Satisfaction Since 1957

Remote Attachment:

[Parks & Recâ€™s Holiday Centerpiec ... \(https://guilderlandny.myrec.com\)](https://guilderlandny.myrec.com)
<https://guilderlandny.myrec.com>

Remote Attachment:

[Holiday Week Camps \(https://guilderlandny.myrec.com\)](https://guilderlandny.myrec.com) (<https://guilderlandny.myrec.com>)