



**GUILDERLAND TOWN BOARD**  
**TOWN BOARD REGULAR MEETING**  
**P A C K E T**  
**NOVEMBER 9, 2023**  
**07:00 PM**

**A G E N D A**  
**GUILDERLAND TOWN BOARD**  
**TOWN BOARD REGULAR MEETING**  
*NOVEMBER 9, 2023*  
*07:00 PM*

Pledge of Allegiance

Roll Call

Public Comment

Public Hearings

At 7:00pm Application for the proposed Black Creek Run Country Hamlet located at Depot Road/School Road

Attachment: [Black creek stormwater pond figure 10-24-23\\_1\\_.pdf](#)

Attachment: [Black creek stormwater landscaping figure 10-24-23.pdf](#)

Attachment: [description of wet pond aquatic bench and mosquitos controls-black creek.pdf](#)

Attachment: [response to sue green comments.pdf](#)

Attachment: [pg 12 of stormwater report.pdf](#)

Attachment: [rv worksheet.pdf](#)

Attachment: [BASEMENT DISCLOSURE.pdf](#)

At 7:15pm Application for rezoning 64.85 acres from an existing 128.4-acre parcel, located at 6283 Farm Lane, from R040 (Residential Overlay) to RA3 (Rural Agricultural -- 3-acre minimum)

Attachment: [Farm Lane Change in Zone Application.pdf](#)

Attachment: [Signed Farm Ln Ag Data Statement\\_1\\_.pdf](#)

Attachment: [ACPB Recommendation 2023--09--21\\_1\\_.pdf](#)

Attachment: [Planning Board Report - Farm Lane Change in Zone.FINAL\\_1\\_.pdf](#)

Attachment: [Farm Lane Change in Zone - Proposed District Boundary Line\\_1\\_.pdf](#)

Attachment: [Farm Lane Change in Zone SEQR EAF Amended.pdf](#)

Attachment: [Farm Lane Change in Zone Project Narrative\\_1\\_.pdf](#)

At 7:30pm Proposed local law that would increase the exemption from Town property tax for persons with disabilities on limited income

Approval of the minutes for the Town Board's October 17, 2023 meeting

Approval of the minutes for the Town Board's November 2, 2023 meeting

Agenda

1. Consider approving the proposed collective bargaining agreement with the United Public Service Employees Union, as requested by the Comptroller.

Attachment: [Agenda Item 1.pdf](#)

2. Consider the following appointments as recommended by the Personnel Assistant:

- Jasmine Henry permanent Keyboard Specialist, Building & Zoning
- Amber Mansfield provisional Recreation Assistant (full-time), Parks & Rec
- Karen Crouse provisional Recreation Assistant (part-time), Parks & Rec
- Kristina Montgomery provisional Assistant Coordinator, Senior Services.

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

3. Consider authorizing the Town Supervisor and Town Clerk to sign the Collector's Warrant for the Water Department in the amount of \$731,182.97.

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

4. Consider approving an increase in demolition charges from \$135 to \$140 per ton, as requested by the Transfer Station.

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

5. Consider approving amendments to the 2023 Town budget, pursuant to NYS Town Law § 112, as recommended by the Fiscal Officer.

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

6. Consider the following appointments as recommended by the Chief of Police:

- Nicholas Jaeger Sergeant
- Joshua Lyons Officer
- Matthew Lyons Officer
- Matthew Romano Officer

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

7. Consider grant funding under the TAP (Transportation Alternative Program) / CMAQ (Congestion Mitigation and Air Quality) as recommended by the Grant Writer.

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

Attachment: [Resolution.pdf](#)

1. 8. Consider scheduling a public hearing for December 5, 2023 at 7:00pm

on the application to rezone from a single-family (R15) district to a local Business (LB) district, located at 1854 Western Avenue, as recommended by the Town Planner.

Attachment: [Planning Board Report - Laviano Change in Zone.FINAL.pdf](#)

Attachment: [ACPB Recommendation 2023--09--21\\_2\\_.pdf](#)

Attachment: [1854 Western Ave Change in Zone SEQR EAF.pdf](#)

Attachment: [1854 Western Ave Change in Zone Concept Plan Mixed Use Bldg.pdf](#)

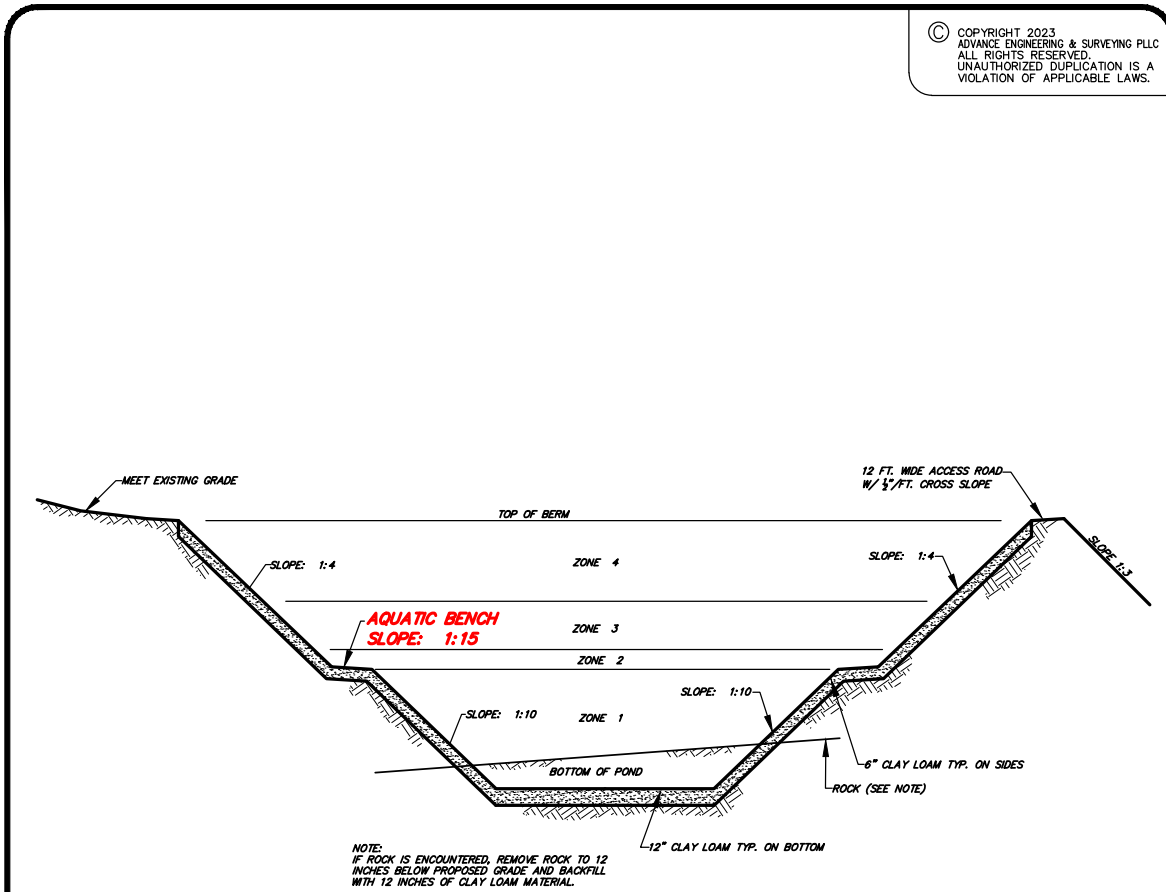
Attachment: [1854 Western Ave Change in Zone Application\\_1\\_.pdf](#)

Attachment: [1854 Western Ave Change in Zone Plot Plans.pdf](#)

Attachment: [1854 Western Ave Change in Zone Project Narrative.pdf](#)

9. Consider cancelling the Town Board's November 21, 2023 meeting.

Adjournment



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 UNAUTHORIZED DUPLICATION IS A  
 VIOLATION OF APPLICABLE LAWS.

**STORMWATER POND CROSS SECTION**

N.T.S.

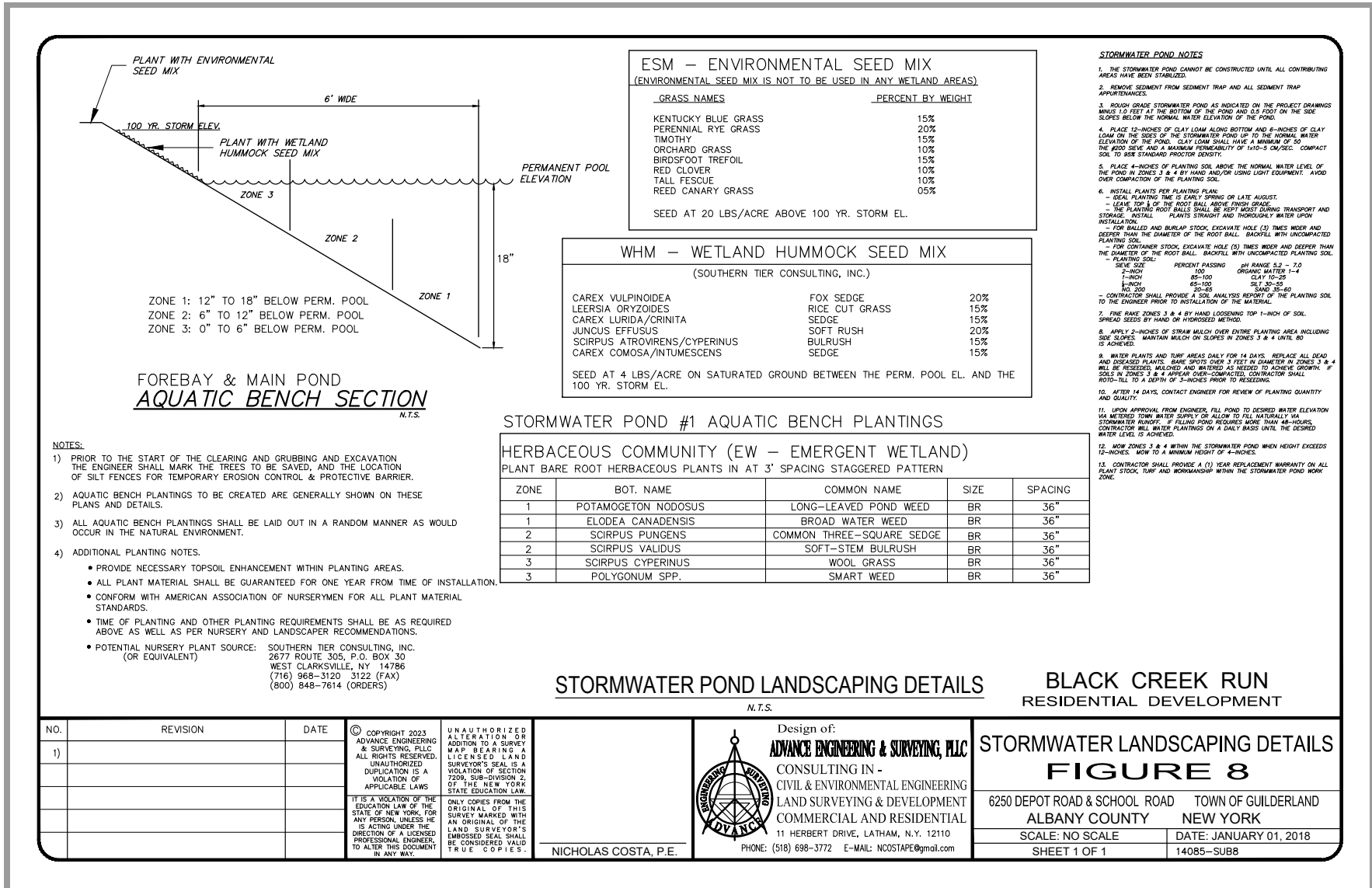
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 COMMERCIAL AND RESIDENTIAL  
 11 HERBERT DRIVE, LATHAM, N.Y. 12110  
 PHONE: (518) 698-3772 E-MAIL: ncostape@gmail.com

**FIGURE 7 - STORMWATER POND CROSS SECTION**  
**BLACK CREEK RUN**  
 RESIDENTIAL DEVELOPMENT  
 6250 DEPOT ROAD & SCHOOL ROAD TOWN OF GUILDERLAND  
 ALBANY COUNTY NEW YORK

|                     |                  |
|---------------------|------------------|
| DATE: OCTOBER, 2023 | NOT TO SCALE     |
|                     | SHEET 1 OF 1     |
| DRAWN BY: RHD       | CHECKED BY: NC   |
|                     | MAP NO. FIGURE-7 |





## **Advance Engineering & Surveying, PLLC**

Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development  
11 Herbert Drive  
Latham, N.Y. 12110  
Phone: (518) 698-3772  
Email:ncostape@gmail.com

Nicholas Costa, PE

### **Description of Proposed Stormwater Management Practice, Aquatic Bench and Mosquitos Controls**

The proposed Stormwater Management Practice that is being implemented at the Black Creek project is a Wet Pond (P-2) per the NYSDEC Stormwater Management Design Manual. The wet pond will be developed in accordance with the specifications presented in the NYSDEC publication entitled "New York State Stormwater Management Design Manual". In accordance with the manual, the basin will comply with the specifications presented for "Wet Pond." This pond makes use of a "Sump Area" below the outlet invert to provide a permanent pool; an aquatic bench will further treat the stormwater runoff. Combined with an outlet control structure that has multiple openings to mitigate the various storm events, the "Wet Pond" becomes an effective method of treating and controlling the peak runoff from developed areas.

The Wet Pond permanent pool generally has a variable depth of four (4) to eight (8) feet. The Wet Pond will be supported by the groundwater flow that seeks to move from the up-gradient areas towards the Black Creek which is located down-gradient and is the natural discharge location for the groundwater. The groundwater movement prevents the permanent pool from becoming stagnant and also helps in preventing the growth of vegetation.

The primary breeding habitat for mosquitoes is stagnant or shallow pools of water (generally less than 3 feet in depth) which also promotes growth of vegetation. As noted above the proposed Wet Pond will have a depth in excess of three (3) feet and the groundwater movement will keep the water from becoming stagnant. In addition a Wet Pond also has another feature that will help with the reduction and/or management of mosquitoes. The Wet Pond includes an aquatic bench that is planted with vegetation that promotes the healthy growth that supports aquatic insects that are very helpful in minimizing mosquitoes breeding.

The NYSDEC Stormwater Management Design Manual in Appendix H presents Landscaping Guidance/Plants List and in section H.1 Ponds and Wetlands presents Table H.1 Hydrologic Zones which defines Zone 2 – Shallow Water Bench (Aquatic Bench) and presents the following:

*Zone 2: Shallow Water Bench (Normal Pool To 1 Foot) Zone 2 includes all areas that are inundated below the normal pool to a depth of one foot, and is the primary area where emergent plants will grow in a stormwater wetlands. Zone 2 also coincides with the aquatic bench found in stormwater ponds. This zone offers ideal conditions for the growth of many emergent wetland species. These areas may be located at the edge of the pond or on low mounds of earth located below the surface of the water within*

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*the pond. When planted, Zone 2 can be an important habitat for many aquatic and nonaquatic animals, creating a diverse food chain. This food chain includes predators, allowing a natural regulation of mosquito populations, thereby reducing the need for insecticidal applications.*

- *Plant material must be able to withstand constant inundation of water to depths between six inches and one foot deep.*
- *Plants will be partially submerged.*
- *Plants should be able to enhance pollutant uptake.*
- *Plants may provide food and cover for waterfowl, desirable insects and other aquatic life.*
- *Plants will stabilize the bottom of the pond, as well as the edge of the pond, absorbing wave impacts and reducing erosion, when water level fluctuates.*
- *Plant also slow water velocities and increase sediment deposition rates.*
- *Plants can reduce resuspension of sediments caused by the wind.*
- *Plants can also soften the engineered contours of the pond, and can conceal drawdowns during dry weather.*

The project drawings show the details of the proposed Wet Pond and the associated Aquatic Bench which are in accordance with the NYSDEC Stormwater Management Design Manual.



## Advance Engineering & Surveying, PLLC

Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development  
11 Herbert Drive  
Latham, N.Y. 12110  
Phone: (518) 698-3772  
Email: [ncostape@gmail.com](mailto:ncostape@gmail.com)

Nicholas Costa, PE

October 23, 2023

Mr. Kenneth Kovalchik, AICP  
Town Planner  
Guilderland Town Hall – 2nd Floor  
5209 Western Turnpike  
P.O. Box 339  
Guilderland, NY 12084

Re: Black Creek Run – Residential Development  
Schoolhouse & Depot Roads  
Town of Guilderland, NY

Dear Mr. Kovalchik:

We are in receipt of the comments from Ms. Sue Green with regards to the above referenced project and offer the following responses:

### Comment/Question

1. Law: post construction runoff no greater than before construction started
  - a. Who takes these measurements?
  - b. Who accountable to check and when
  - c. Who accountable for remediation work if needed

*Response: The Stormwater System engineering design of the stormwater practices that have been planned for the project are in full compliance with the NYSDEC Stormwater Design Manual as well as the requirements from the Town of Guilderland for new development. The engineering analysis and modeling of the stormwater practices show the peak runoff values for the pre-development conditions and the post-development conditions. The Stormwater Management Engineering report prepared for the project was designed and reviewed by licensed engineers who have completed numerous similar projects. As the project designers, we prepared the project documents for the applicant; the Town employed an independent consulting engineering firm, Delaware Engineering to review the prepared documents on behalf of the Town of Guilderland.*

2. Are storm water dept engineers accounting for reality of true rainfall lately

*Response: The Stormwater System engineering design is based on the NYSDEC Stormwater Design Manual which requires the stormwater system designers to utilize the 1-year, 10-year and 100-year storm frequency. The rainfall amounts are derived from the New York Rainfall Maps which are published and presented in the NYSDEC Stormwater Design Manual.*

3. What are their studies on which they are basing their reports

*Response: Please refer to the response #2 above.*

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Page 2 of 2

We trust that the above completely respond to the comments/questions received. If there are any questions or you require additional information please do not hesitate to contact our office. Thank you for your continued assistance on this project.

Sincerely,



Nicholas Costa  
Advance Engineering & Surveying, PLLC

NC/dac  
Enclosures  
cc: Mr. Jesse Fraine, Town Engineer  
Mr. Chris Meyer  
Mr. Matthew Falvey  
response to sue green comments.docx

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Step #3 Runoff Reduction Techniques

1. Conservation of natural areas: The area previous identified in Step 1A under Preservation of Undisturbed Areas will be conserved from development as noted on the Development Plan.
2. Sheet flow to riparian buffers or filter strips: The rear yards of lots will sheet flow easterly and westerly towards existing wetlands as in predevelopment conditions, however this option cannot be used for RRv credit.
3. Vegetated open swale: Runoff from Drainage Areas 16 and 17 will discharge to vegetated swale prior to entering the stormwater pond.
4. Tree planting or tree box: Will be used to treat portions of the site.
5. Disconnection of rooftop runoff: The project proposes downspouts discharge at finish grade via splash blocks for single family and townhome residences. A stone drip edge with underdrain is proposed for the senior apartment building.
6. Stream day lighting for redevelopment projects: Does not apply to this project.
7. Rain Garden: Not considered for this site.
8. Green Roof: Not considered for this site.
9. Stormwater Planters: Not considered for this site.
10. Rain tanks/cisterns: Not considered for this site.
11. Porous Pavement: Geo-block/turf is proposed for the emergency access connection. Porous pavement driveways are not suitable due to the onsite Hornell silt loam soils that could potentially hold stormwater runoff for extended periods.
12. Standard SMPs with RRv Capacity:
  - Infiltration Practice: Not feasible due to native silty loam soils having an HSG type D.
  - Bioretention Practice: Will be used to treat a portion of the site.
  - Dry Swale: Will be used to treat a portion of the site.

Step #4: Apply SMPs to address remaining WQv

The water quality volume previously calculated for this project is 20,522 Ft<sup>3</sup>. Water quality reduced (RRv): 3,614 Ft<sup>3</sup>. Remaining water quality volume: 20,522 Ft<sup>3</sup> - 3,614 Ft<sup>3</sup> = 16,908 Ft<sup>3</sup>.

Using standard practices presented in the "New York State Stormwater Management Design Manual" in accordance with Table 7.1 Land Use Selection Matrix of the manual and the Town of Guilderland Storm Water Management Practice Selection Matrices form, we have selected a Wet Pond (P-2) to provide water quality and quantity storage for the project.

Stormwater runoff will be directed to the forebay for pretreatment prior to being discharged into the permanent pool. The proposed stormwater facility will be constructed with 1 on 10 side slopes and will mitigate stormwater discharge to pre-development flows.

The Town of Guilderland requires that peak flow attenuation shall be provided based on a 1-year, 10-year and 100-year storm frequency. Accordingly, the proposed stormwater facility has been designed with the capacity to handle these storm events. The hydrographs resulting from the design of the detention facilities are shown in Appendix D. Table 4 presents the summary of the hydrographs for the stormwater detention pond.

| Runoff Reduction Volume and Treated volumes |   |       |                         |                                    |                   |             |     |
|---|---|-------|-------------------------|------------------------------------|-------------------|-------------|-----|
|   | Runoff Reduction Techiques/Standard SMPs    |       | Total Contributing Area | Total Contributing Impervious Area | WQv Reduced (RRv) | WQv Treated |     |
|   |   |       | (acres)                 | (acres)                            | cf                | cf          |     |
| Area/Volume Reduction                       | Conservation of Natural Areas               | RR-1  | 8.87                    | 0.00                               | 2298              | 0           |     |
|   | Sheetflow to Riparian Buffers/Filter Strips | RR-2  | 0.00                    | 0.00                               |                   |             |     |
|   | Tree Planting/Tree Pit                      | RR-3  | 0.91                    | 0.07                               |                   |             |     |
|   | Disconnection of Rooftop Runoff             | RR-4  |                         | 0.09                               |                   |             |     |
|   | Vegetated Swale                             | RR-5  | 1.11                    | 0.40                               |                   |             | 151 |
|   | Rain Garden                                 | RR-6  | 0.00                    | 0.00                               |                   |             | 0   |
|   | Stormwater Planter                          | RR-7  | 0.00                    | 0.00                               |                   |             | 0   |
|   | Rain Barrel/Cistern                         | RR-8  | 0.00                    | 0.00                               |                   |             | 0   |
|   | Porous Pavement                             | RR-9  | 0.00                    | 0.00                               |                   |             | 0   |
|   | Green Roof (Intensive & Extensive)          | RR-10 | 0.00                    | 0.00                               |                   |             | 0   |
| Standard SMPs w/RRV Capacity                | Infiltration Trench                         | I-1   | 0.00                    | 0.00                               | 0                 | 0           |     |
|   | Infiltration Basin                          | I-2   | 0.00                    | 0.00                               | 0                 | 0           |     |
|   | Dry Well                                    | I-3   | 0.00                    | 0.00                               | 0                 | 0           |     |
|   | Underground Infiltration System             | I-4   |                         |                                    |                   |             |     |
|   | Bioretention & Infiltration Bioretention    | F-5   | 0.63                    | 0.33                               | 864               | 0           |     |
| Standard SMPs                               | Dry swale                                   | O-1   | 1.07                    | 0.26                               | 301               | 0           |     |
|   | Micropool Extended Detention (P-1)          | P-1   | 13.72                   | 3.67                               | 2298              | #####       |     |
|   | Wet Pond (P-2)                              | P-2   |                         |                                    |                   |             |     |
|   | Wet Extended Detention (P-3)                | P-3   |                         |                                    |                   |             |     |
|   | Multiple Pond system (P-4)                  | P-4   |                         |                                    |                   |             |     |
|   | Pocket Pond (p-5)                           | P-5   |                         |                                    |                   |             |     |
|   | Surface Sand filter (F-1)                   | F-1   |                         |                                    |                   |             |     |
|   | Underground Sand filter (F-2)               | F-2   |                         |                                    |                   |             |     |
|   | Perimeter Sand Filter (F-3)                 | F-3   |                         |                                    |                   |             |     |
|   | Organic Filter (F-4)                        | F-4   |                         |                                    |                   |             |     |
|   | Shallow Wetland (W-1)                       | W-1   |                         |                                    |                   |             |     |
|   | Extended Detention Wetland (W-2)            | W-2   |                         |                                    |                   |             |     |
|   | Pond/Wetland System (W-3)                   | W-3   |                         |                                    |                   |             |     |
|   | Pocket Wetland (W-4)                        | W-4   |                         |                                    |                   |             |     |
|   | Wet Swale (O-2)                             | O-2   |                         |                                    |                   |             |     |
| Totals by Area Reduction →                  |   |       | 9.78                    | 0.16                               |                   | 2298        |     |
| Totals by Volume Reduction →                |   |       | 1.11                    | 0.40                               | 151               |             |     |
| Totals by Standard SMP w/RRV →              |   |       | 1.70                    | 0.59                               | 1165              | 0           |     |
| Totals by Standard SMP →                    |   |       | 13.72                   | 3.67                               |                   | 16908       |     |

**DISCLOSURE**

The Black Creek Run Residential Development site has a high water table. Dwelling units constructed with basements may require the installation of sump pumps to address or prevent issues with water in basements. Dwelling units with basements may require long term maintenance as a result of the water table.

Buyer acknowledges receipt of a copy of this statement, and Buyer understands the information provided herein. It is not a warranty or representation of any kind by Seller or Seller's agent

\_\_\_\_\_  
Buyer

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

\_\_\_\_\_  
Buyer

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



## Instruction Sheet

### Change of Zone Application

All applicants for zoning changes will be required to complete an application form, obtainable from the Town Clerk. The Planning Administrator and/or Zoning Administrator may assist the applicant(s) with the application form.

#### Submission Requirements

The applicant shall submit to the Town Clerk **sixteen** copies of:

1. Plot plan containing all the information as required below
2. Completed application for change of zone
3. Short Environmental Assessment form
4. Legal description of the property
5. Re-zone fee \$**1,000** check made out to *Town of Guilderland*

#### Contents of the Plot Plan

The plot plan shall be a scale drawing containing the following:

1. The parcel boundaries and the owners of all contiguous properties
2. The zoning classification of all contiguous properties
3. All streets, either mapped or built, adjacent to the tract
4. All existing structures on the parcel
5. All watercourses and other significant physical features on the parcel

**TOWN OF GUILDERLAND  
APPLICATION FOR CHANGE OF ZONE**

**APPLICANT INFORMATION**

Name: Ecolegacy Values LLC Phone: (518) 366-5708  
Address: 380 Pardee Rd, #4, Rochester, NY 14609 State: NY Zip: 14609

**PARCEL INFORMATION**

Address and exact location of parcel to be rezoned:  
Request zoning change for RO40 to RA3 Tax Map#: 50.00-3-2  
Total Acreage: 128.4 Parcel Depth: \_\_\_\_\_

**PROPERTY INFORMATION**

Describe any existing structures on the property: 1 Single-family dwelling, 1 barn, 7 work sheds.  
\_\_\_\_\_  
Describe the present use of the property: Agriculture. Production of corn and hay.  
\_\_\_\_\_

**NEIGHBORHOOD DESCRIPTION**

Zoning classification of all adjoin parcels:  
North: RO40 South: R20, RA3  
East: RO40 West: R10

Zoning Classification of all parcels directly on opposite side of street of highway: R10, R20, RO40  
\_\_\_\_\_

Character and use of all surrounding parcels:  
North: Single-family dwellings South: Agriculture, single-family dwellings  
East: Single-family dwellings West: Golf Course, single-family dwellings

Approximate distance to nearest parcel of different zoning classification indicating exact location, zoning, character and use of last mentioned parcel:  
Approximately 630 feet to the nearest parcel of different zoning from the 2.8 MW AC array. The parcel is a single-family dwelling R10. The larger 5 MW AC array is approximatley 330 feet to the nearest parcel of different zoning. That parcel is zoned RA3.





TOWN VILLAGE CITY OF Guilderland

Application # \_\_\_\_\_

# Agricultural Data Statement

Date 6/20/2023

**Instructions:** This form must be completed for any application for a special use permit, site plan approval, use variance or a subdivision approval requiring municipal review that would occur on property within 500 feet of a farm operation located in a NYS Dept. of Ag & Markets certified Agricultural District.

| Applicant   | Owner if Different from Applicant                            |
|---|--|
| Name: <u>Ecolegacy Values LLC</u>                               | Name: <u>Mathew Pruskowski</u>                               |
| Address: <u>380 Pardee Rd, #4</u><br><u>Rochester, NY 14609</u> | Address: <u>6283 Farm Ln</u><br><u>Guilderland, NY 12084</u> |

1. Type of Application:  Special Use Permit;  Site Plan Approval;  Use Variance;  
(circle one or more)  Subdivision Approval

2. Description of proposed project: This project will consist of a 5 MWAC Single-Axis Tracker Array and 2.8 MWAC ground mount Fixed-Tilt Solar Array. The array will include the construction of a 20 foot wide access road, new above and below-ground utility lines, transformer/inverter pads, and a 7-foot high fence per national electric code. A local friendly pollinator mix will be planted and sheep grazing will be utilized. The system will be decommissioned at the end of its life cycle.

3. Location of project: Address: 6283 Farm Ln, Guilderland, NY 12084  
Tax Map Number (TMP) 50.00-3-2

4. Is this parcel within an Agricultural District?  NO  YES (Check with your local assessor if

5. If YES, Agricultural District Number 3 you do not know)

6. Is this parcel actively farmed?  NO  YES

7. List all farm operations within 500 feet of your parcel. Attach additional sheets if necessary.

|   |  |
|---|--|
| Name: <u>David Yezzi</u>  | Name: _____  |
| Address: <u>100 TRUAX LN</u><br><u>Guilderland, NY 12084</u>  | Address: _____   |
| Is this parcel actively farmed? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES | Is this parcel actively farmed? <input type="checkbox"/> NO <input type="checkbox"/> YES |
| Name: _____   | Name: _____  |
| Address: _____  | Address: _____   |
| Is this parcel actively farmed? <input type="checkbox"/> NO <input type="checkbox"/> YES            | Is this parcel actively farmed? <input type="checkbox"/> NO <input type="checkbox"/> YES |

\_\_\_\_\_  
Signature of Applicant

*Mathew Pruskowski*  
\_\_\_\_\_  
Signature of Owner (if other than applicant)

Reviewed by: \_\_\_\_\_  
Signature of Municipal Official

\_\_\_\_\_  
Date

NOTE TO REFERRAL AGENCY: County Planning Board review is required. A copy of the Agricultural Data Statement must be submitted along with the referral to the County Planning Department.



**ALBANY COUNTY PLANNING BOARD  
NOTIFICATION**

**RECOMMENDATION DATE: September 21<sup>st</sup>, 2023**

**Case #:** **10-230904326**  
**Project Name:** **Farm Lane Change in Zone - Amendment**  
**Project Location:** 6283-6285 Farm Ln Pr  
**Tax Map Number:** 50.00-3-2  
**Referring Agency:** Town of Guilderland Planning Board  
**Considerations:** Amendment to previously proposed rezoning of 68.45 acres from Residential Overlay (RO40) zoning district to Rural Agricultural (RA3) zoning district.

**ACPB Recommendation:** Defer to local consideration

1. This board has found that the proposed action will have no impact upon the jurisdictional determinant referring to this case, nor will it have significant countywide or intermunicipal impact.

**Advisory:**

Gopika Muddappa, Senior Planner  
Albany County Planning Board

**NOTE:**

- This recommendation is rendered in compliance with applicable requirements of Section 239 of New York State General Municipal Law. Final determination on this matter rests with the appropriate municipal body.
- A recommendation of "APPROVE" or "MODIFY LOCAL APPROVAL" should not be interpreted as a recommendation by this body that the referring agency approve the matter referred. Such recommendation does not indicate that this body has reviewed all local concerns; rather the referral has met certain countywide considerations. Evaluation of local criteria is the responsibility of the referring agency.
- General Municipal Law Section 239 requires that the local agency notify the county within thirty days of its final action. Please use the OFFICIAL NOTICE OF LOCAL ACTION form that is attached for this purpose.
- General Municipal Law Section 239 sets forth the procedural requirements for taking local action contrary to the County Planning Board's recommendation of objection or conditional approval.
- Albany County is required to submit a Municipal Separate Storm Sewer System Permit (MS4) (No. GP-0-10-002) Notice of Intent (NOI) to comply with the NYS DEC permit for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Construction Activity Permit No. GP-0-1-001 issued by NYSDEC is also required for activity with soil disturbances of one acre or more. The law is required by the Clean Water Act to control point source discharges to ground water as well as surface waters.

**449 New Salem Road, Voorheesville, NY 12186  
TELEPHONE: (518) 655-7932 FAX: (518) 765-3459**

In compliance with Article 12-B, Section 239 of New York State General Municipal Law, this serves as official notification to the Albany County Planning Board of the action taken on the application described above.

**LOCAL ACTION ON ACPB RECOMMENDATION:**

- AGREED WITH COUNTY PLANNING BOARD RECOMMENDATIONS TO MODIFY OR DISAPPROVE
- OVER-RULED COUNTY PLANNING BOARD RECOMMENDATIONS TO MODIFY OR DISAPPROVE

**LOCAL DECISION ON PROJECT:**

- PROJECT APPROVED
- PROJECT DISAPPROVED

VOTE RECORDED: \_\_\_\_\_ DATE OF LOCAL ACTION: \_\_\_\_\_

**Set forth the reasons for any action contrary to the ACPB recommendations (use additional sheets if needed):**

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

## 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: August 10, 2023

SUBJ: Farm Lane Change in Zone  
**Planning Board Report to Town Board**

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The applicant is proposing to rezone 34.86 acres to the RA3 District, with 94.12 acres remaining in the RO40 District. The parcel totals 128.4 +/- acres and is located immediately east of the Western Turnpike Golf Course and west of Foundry Road. Surrounding zoning consists of properties located in the Residential Overlay (RO) District to the west; Residential Overlay (RO) District and Single-family Residential (R15 and R20) Districts to the east; Single-family Residential (R15) District to the north; and Rural Agricultural (RA3) District to the south.

The Planning Board, as an interested agency included in the SEQR coordinated review, reviewed the change in zone application at their August 9, 2023 meeting and heard a presentation from the Applicant. The Planning Board offers the following comments on the proposed change in zone:

1. The Planning Board has no issue with the Town Board acting as Lead Agency in this matter.
2. If the Town Board adopts a Local Law, granting the change in zone, the Town Board should consider requiring an easement for pedestrian trail purposes on the southern portion of the property, connecting Western Turnpike Golf Course (town owned) to Nott Road.
3. The district boundary line between the proposed RA3 District and existing RO40 District should be revised in order to create a lot with more standard dimensions. The Planning Board included a recommended district boundary line in the enclosed exhibit.

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



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

**Instructions for Completing Part 1**

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

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

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

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

|   |                           |  |
|---|---------------------------|--|
| Name of Action or Project:<br>Farm Lane Change in Zone  |                           |  |
| Project Location (describe, and attach a general location map):<br>6283 FARM LANE ROAD, GUILDERLAND, NY 12084 - Parcel ID 50.00-3-2   |                           |  |
| Brief Description of Proposed Action (include purpose or need):<br>This form is to be used solely for the purpose of a zoning re-classification of the site from current R040 to proposed RA3. Out of the existing 128.4 acre parcel. The applicant is proposing to convert 68.45 acres of that land, from R040 to RA3. |                           |  |
| Name of Applicant/Sponsor:<br>Ecologacy Values LLC  | Telephone: (518) 366-5708 | E-Mail: toren.pruskowski.elv@gmail.com |
| Address: 380 Pardee Rd, #4  |                           |  |
| City/PO: Rochester  | State: NY                 | Zip Code: 14609                        |
| Project Contact (if not same as sponsor; give name and title/role):<br>Renua Energy Inc   | Telephone: (845) 616-5657 | E-Mail: nick@renuaenergy.com           |
| Address:<br>16 Hudson Ave, Unit 2713  |                           |  |
| City/PO:<br>Glens Falls   | State:<br>NY              | Zip Code:<br>12801                     |
| Property Owner (if not same as sponsor):<br>Matthew Pruskowski  | Telephone: (518) 728-9298 | E-Mail: gprusko@yahoo.com              |
| Address:<br>6283 Farm Ln  |                           |  |
| City/PO: Guilderland  | State: NY                 | Zip Code: 12084                        |

**B. Government Approvals**

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

**C. Planning and Zoning**

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

|   |   |
|---|---|
| <b>C.3. Zoning</b>  |   |
| a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?<br>R040, from the Town of Guilderland Zoning Map, dated October 2018 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Is the use permitted or allowed by a special or conditional use permit?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Is a zoning change requested as part of the proposed action?<br>If Yes,<br>i. What is the proposed new zoning for the site? RA3  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>C.4. Existing community services.</b>  |   |
| a. In what school district is the project site located? Guilderland Central School District - 8 School Rd, Guilderland Center, NY 12085   |   |
| b. What police or other public protection forces serve the project site?<br>Guilderland Police Department - 5209 Western Turnpike, Altamont, NY 12009   |   |
| c. Which fire protection and emergency medical services serve the project site?<br>Guilderland Fire Department - 2303 Western Ave, Guilderland, NY 12084/ Guilderland Ambulance   |   |
| d. What parks serve the project site?<br>Tawasentha Park - 188 NY-146, Altamont, NY 12009 /Guilderland Parks & Recreation Office - 181 NY-146, Altamont, NY 12009   |   |

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|--|--|
| <b>D. Project Details</b>  |  |
| <b>D.1. Proposed and Potential Development</b>   |  |
| a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  |  |
| b. a. Total acreage of the site of the proposed action?  | 68.45 acres  |
| b. Total acreage to be physically disturbed?   | 0 acres  |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?   | 68.45 acres  |
| c. Is the proposed action an expansion of an existing project or use?<br>i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. Is the proposed action a subdivision, or does it include a subdivision?<br>If Yes,<br>i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Is a cluster/conservation layout proposed?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| iii. Number of lots proposed? _____  |  |
| iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____  |  |
| e. Will the proposed action be constructed in multiple phases?<br>i. If No, anticipated period of construction: _____ months   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. If Yes:<br>• Total number of phases anticipated _____<br>• Anticipated commencement date of phase I (including demolition) _____ month _____ year<br>• Anticipated completion date of final phase _____ month _____ year<br>• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ |  |

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|--|
| f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, show numbers of units proposed.<br><div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><u>One Family</u></span> <span><u>Two Family</u></span> <span><u>Three Family</u></span> <span><u>Multiple Family (four or more)</u></span> </div> Initial Phase _____<br>At completion _____<br>of all phases _____  |
| g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes,<br>i. Total number of structures _____<br>ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length<br>iii. Approximate extent of building space to be heated or cooled: _____ square feet  |
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes,<br>i. Purpose of the impoundment: _____<br>ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____<br>iii. If other than water, identify the type of impounded/contained liquids and their source. _____<br>iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres<br>v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length<br>vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____  |
| <b>D.2. Project Operations</b>   |
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. What is the purpose of the excavation or dredging? _____<br>ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?<br><ul style="list-style-type: none"> <li>• Volume (specify tons or cubic yards): _____</li> <li>• Over what duration of time? _____</li> </ul> iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.<br>_____<br>_____<br>iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, describe. _____<br>_____<br>v. What is the total area to be dredged or excavated? _____ acres<br>vi. What is the maximum area to be worked at any one time? _____ acres<br>vii. What would be the maximum depth of excavation or dredging? _____ feet<br>viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>ix. Summarize site reclamation goals and plan: _____<br>_____<br>_____ |
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____<br>_____<br>_____   |

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

\_\_\_\_\_

\_\_\_\_\_

*iii.* Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No  
If Yes, describe: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

|   |
|---|
| <ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Will a line extension within an existing district be necessary to serve the project? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>   |
| <p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul> <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p> <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p>   |
| <p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> </ul> <p>_____</p> <ul style="list-style-type: none"> <li>• Will stormwater runoff flow to adjacent properties? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> </ul> |
| <p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>  |
| <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>  |
| <p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>  |

|  |   |  |
|--|---|--|
| <p><b>h.</b> Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p><i>i.</i> Estimate methane generation in tons/year (metric): _____</p> <p><i>ii.</i> Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>  |   |  |
| <p><b>i.</b> Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>   |   |  |
| <p><b>j.</b> Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p><i>i.</i> When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend<br/> <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p><i>ii.</i> For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p><i>iii.</i> Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p><i>iv.</i> Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p><i>v.</i> If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p><i>vi.</i> Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p><i>vii.</i> Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p><i>viii.</i> Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> |   |  |
| <p><b>k.</b> Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p><i>i.</i> Estimate annual electricity demand during operation of the proposed action: _____</p> <p><i>ii.</i> Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p><i>iii.</i> Will the proposed action require a new, or an upgrade, to an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>  |   |  |
| <p><b>l.</b> Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><i>i.</i> During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p><i>ii.</i> During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> </tr> </table>   | <p><i>i.</i> During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> | <p><i>ii.</i> During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |
| <p><i>i.</i> During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>  | <p><i>ii.</i> During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>  |  |

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| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>   |
| <p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p>  |
| <p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>   |
| <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p>  |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>  |
| <p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>  |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p>   |
| <p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>   |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> |

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

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

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

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

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

b. Land uses and covertypes on the project site.

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



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

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

---

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

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

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

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

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

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

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

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

h. Surface water features.

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

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

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

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

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

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

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

---

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

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

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

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

|  |
|--|
| m. Identify the predominant wildlife species that occupy or use the project site: _____<br>_____   |
| n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Describe the habitat/community (composition, function, and basis for designation): _____<br>_____<br>ii. Source(s) of description or evaluation: _____<br>iii. Extent of community/habitat:<br>• Currently: _____ acres<br>• Following completion of project as proposed: _____ acres<br>• Gain or loss (indicate + or -): _____ acres |
| o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Species and listing (endangered or threatened): _____<br>_____   |
| p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Species and listing: Northern long-eared bat - Monarch Butterfly Danaus  |
| q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, give a brief description of how the proposed action may affect that use: _____   |
| <b>E.3. Designated Public Resources On or Near Project Site</b>  |
| a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, provide county plus district name/number: _____  |
| b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>i. If Yes: acreage(s) on project site? _____<br>ii. Source(s) of soil rating(s): _____   |
| c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature<br>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____                                       |
| d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. CEA name: _____<br>ii. Basis for designation: _____<br>iii. Designating agency and date: _____  |

|   |
|---|
| c. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District<br>ii. Name: _____<br>iii. Brief description of attributes on which listing is based: _____ |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>   |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Describe possible resource(s): _____<br>ii. Basis for identification: _____  |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Identify resource: _____<br>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____<br>iii. Distance between project and resource: _____ miles.   |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Identify the name of the river and its designation: _____<br>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  |

**F. Additional Information**

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

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

**G. Verification**

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

Applicant/Sponsor Name Ecology Values Date 9.6.23

Signature  Title CEO

**PRINT FORM**



September 5, 2023

Dear Town of Guilderland Planning Board, Town Board, and Zoning Board of Appeals:

Ecolegacy Values LLC is pleased to submit the enclosed application package for approval of a proposed 5 MW AC Community Solar Ground Mounted Single-Axis Tracker Array and 2.8 MW AC Ground Mounted Fixed-Tilt Solar Array in the Town of Guilderland, New York. The facility is proposed to be located on 6283 Farm Ln (Tax ID: 50.00-3-2). In accordance with Zoning Code, we are seeking approval for a Special Use Permit from the Zoning Board of Appeals, a Minor Subdivision approval from the Planning Board, and a Zoning Change approval from the Town Board. The Change in Zone will consist of 68.45-acre conversion from RO40 to RA3. Please consider this our letter of intent and our solar facility description for these proposed projects.

In addition to discounted electricity, these projects would provide an increase in tax revenue generated by this parcel, as well as a clean source of renewable energy.

These projects has been designed to comply with all applicable codes and regulations, including Town of Guilderland Code. We will discuss the performance of the proposed single-axis tracker and fixed-tilt technology with the Town during the project review process, particularly with regards to maximum height. Please find below the primary reasons Ecolegacy Values LLC believes this is an appropriate site to locate the project:

1. National Grid has studied the projects and has permitted the projects to interconnect at the Pinebush substation. Ecolegacy Values LLC has paid the deposits to secure its interconnection service agreements on October 2021 and October 2022.
2. Located on an agricultural site, this site represents an ideal area to construct a single-axis and ground-mounted solar array's with minimal impacts which is laid out in our surveys and stormwater pollution and prevention plan. The proposed project will also include construction of a new gravel access road within the proposed solar array area, post-driven solar racking, an inverter/transformer equipment pad (centrally located in the area), new overhead utility poles, and a seven-foot wildlife friendly fence around the perimeter of the solar array. Construction will comply with NYS Ag and Markets guidelines for solar energy projects. Vegetation management will be accomplished by sheep grazing.
3. At the end of its life, the solar array system will be decommissioned, and the site restored back to the current existing condition. Ecolegacy Values LLC has submitted a decommissioning plan for your review.



4. The project is proposed to occupy approximately 34.9 acres out of the 128.4-acre existing parcel or 34.9 acres of the proposed 68.45 acres Change in Zone.
5. Solar panels are designed to absorb as much light energy as possible to maximize output; they are equipped with an anti-reflective coating and reflect only about 2 percent of incoming light.
6. No noise from the proposed operation of the facility is anticipated to impact the surrounding area due to the distance from the array and equipment to other structures in the area.

**About Ecolegacy Values LLC:**

Ecolegacy Values prides itself on taking the long view on renewable energy. We are a developer that seeks to preserve land, provide less expensive clean power to community members, reduce carbon emissions, improve air – water - and soil quality, and promote peace. Loren Pruskowski is the founder and CEO. For over two decades, Loren has worked with a variety of stakeholders – lenders, equity providers, energy offices, colleges and universities, municipalities, community groups and others – to proliferate renewable energy deployment. Loren founded and managed Sustainable Energy Developments – a leader in providing onsite wind and solar projects to energy users, generating enough power for 10,000’s of homes.

**About Renua Energy**

Renua Energy was established in 2013 to bring customized commercial & utility solar engineering, permitting, and project development solutions to the marketplace. We are unique simply because our services are comprehensive, and we have successfully designed and permitted over 30 community solar projects across New York State. Renua Energy is proud to be a Service-Disabled Veteran-Owned Small Business (SDVOSB, certified by New York State and the Federal government).

**Loren Pruskowski**

Founder

Ecolegacy Values LLC |

Phone: (518) 366-5708

Email: [loren.pruskowski.elv@gmail.com](mailto:loren.pruskowski.elv@gmail.com)

**David Byrne**

Founder/Owner

Renua Energy, Inc.

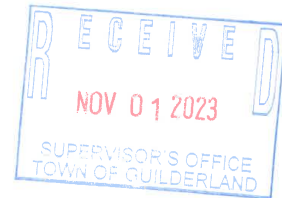


Phone: (518) 391-5980

Email: [Dave@RenuaEnergy.com](mailto:Dave@RenuaEnergy.com)

AGENDA ITEM #1

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



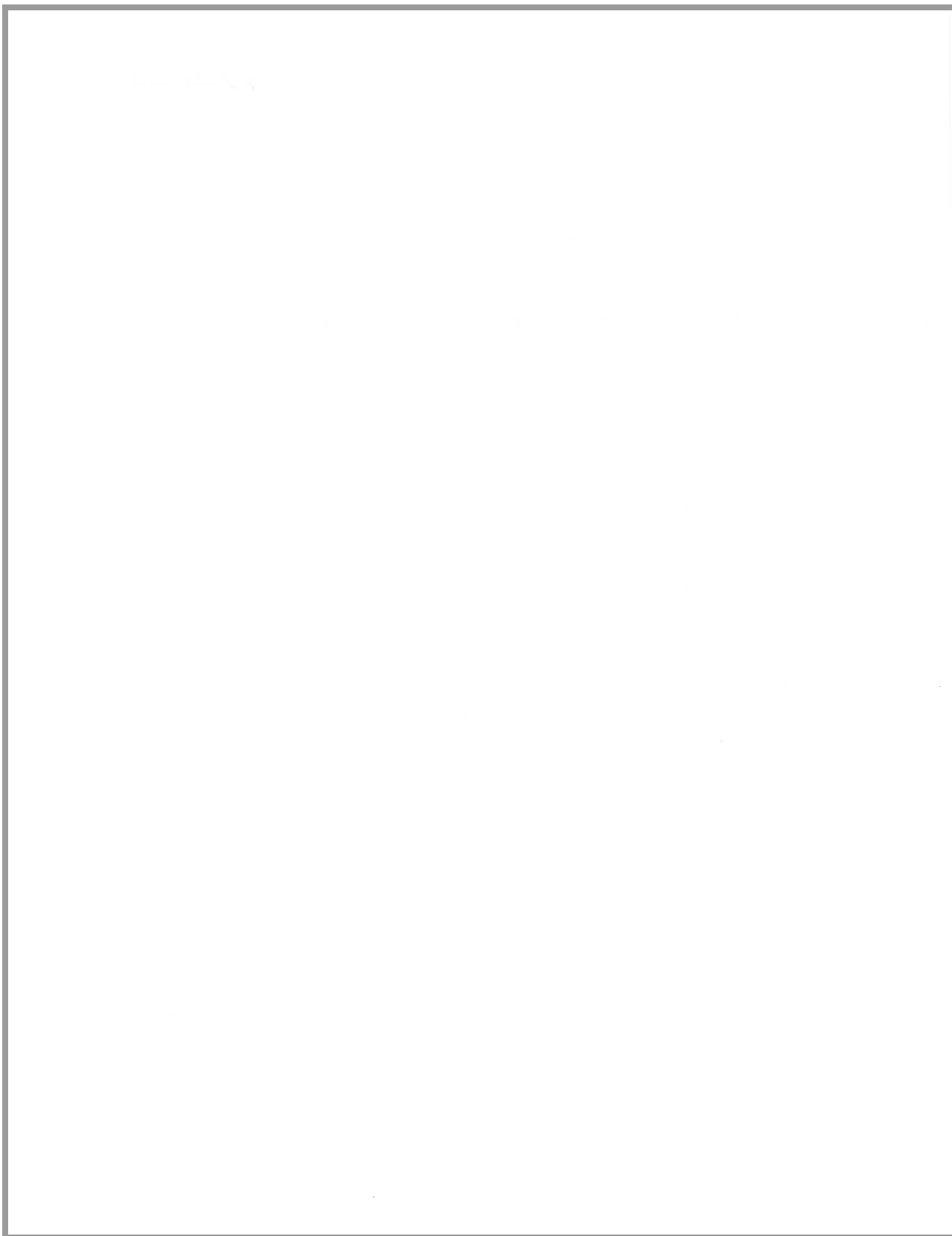
INTER-OFFICE MEMORANDUM

TO: Peter G. Barber, Town Supervisor and Board Members  
FROM: Darci Efaw, Comptroller  
DATE: November 1, 2023  
RE: Town Board Agenda item(s)

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Please consider approval of the following:

- Collective Bargaining Agreement between the Town and UPSEU (Guilderland EMS) for the term of January 1, 2024 through December 31, 2026 (submitted with edits)



# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**TOWN OF GUILDERLAND  
(GUILDERLAND EMS)  
*and***



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**January 1, 2021~~24~~ - December 31, 2023~~26~~**

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**ARTICLE 1  
RECOGNITION**

**SECTION A** The Town of Guilderland herein after referred to as “Town” or “Employer” recognizes the United Public Service Employees Union hereinafter referred to as “Union” or “UPSEU” as the sole and exclusive collective bargaining representative for the purpose of establishing salaries, wages, hours, and other conditions of employment, and the administration of grievances arising thereunder for all Paramedics and Emergency Medical Technicians (“EMT’s”) who do Paramedic and EMT work including Supervisors and the Senior Paramedic Supervisor, employed by the Town of Guilderland EMS Department excluding and all other employees of the EMS Department and of the Employer, for the terms of this Agreement.

**SECTION B** The Town of Guilderland does not consider and/or otherwise enter into any agreement or contract with any individual or business to provide basic or advanced life support and/or emergency medical transportation to any area already provided for by this bargaining unit. Exempted from this Section are any Agreements in place prior to the signing of this agreement.

**SECTION C** Notwithstanding the above, the Town of Guilderland may freely enter into any contract with any other governmental or quasi-governmental agency with a purpose of providing mutual aid.

**ARTICLE 2  
LEGISLATIVE APPROVAL**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE 3  
MANAGEMENT RIGHTS**

The Employer retains all rights it had prior to the signing of this Agreement except to the extent that such rights have been expressly abridged by a specific provision of this Agreement.

**ARTICLE 4  
EMPLOYEE'S BILL OF RIGHTS**

The following shall represent the Employee's Bill of Rights:

1. An employee shall be entitled to Union representation at each and every step of the grievance procedure and/or stage of a disciplinary proceeding, excluding counseling;
2. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without first having an opportunity to have a Union representative present;
3. No recording devices of any kind shall be used during any disciplinary proceeding, unless all parties are aware of such devices;
4. In all disciplinary hearing proceedings, the burden of proof shall rest with the Employer;
5. No employee shall be required to undergo a polygraph test;
6. No employee shall be coerced or intimidated or suffer with any reprisal, directly or indirectly, that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement;
7. There shall be no disciplinary transfers;
8. An employee shall, upon request, have the opportunity, in the presence of supervision, to review the contents of his/her personnel file (exclusive of pre-employment date, if any);
9. No employee shall be disciplined or otherwise removed except upon just cause and in accordance with the provisions of this Agreement, or other applicable law. Any record of discipline will have a date assigned to it at which time the record will be removed. The administration will assign a reasonable date depending on the severity of the infraction and the disciplinary action taken. No date shall exceed Two (2) years from time of infraction.
10. In the case of disciplinary action by the Employer, employees shall be given copies of and shall be requested to initial all documents prior to including such in his/her personnel file. Employees have the right to provide a response to any document(s) which the employee contest as unfair or incorrect. Employees have the right to inspect their personnel files in the presence of the Director or his/her designee. The Employer

shall provide a copy of any document(s) requested by the employee. The personnel file maintained at the Guilderland EMS shall be the sole file for each employee. The employee will give two (2) days' notice when requesting access to this or her personnel file. This Section (4J) applies to disciplinary matters.

## **ARTICLE 5 UNION SECURITY**

### **SECTION A UNION MEMBERSHIP/AGENCY SHOP/UNION DUES DEDUCTION**

1. Union membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deducted and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town will deduct and remit dues, initiation fees, and/or assessments from the pay of such employee at the close of the pay period and remit said sums to the Union on a bi-weekly basis. The Union shall notify the Town of the amount to be deducted. Such dues and agency shop fees shall be remitted to:

United Public Service Employees Union  
3555 Veterans Highway, Suite H  
Ronkonkoma, NY 11779

2. Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty (30) calendar days of the execution of this Collective Bargaining Agreement or initial employment, as the case may be, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a bi-weekly basis.
3. Indemnification Clause: The Town assumes no obligation with respects to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgement entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgement that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court filing fees incurred by the Town.

4. Membership List: Annually, the Town will provide the Union with the name, address, job title, date of hire, and rate of pay for all employees in the bargaining unit.
5. Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

**SECTION B ACCESS TO PREMISES**

Should a representative of the Union desire to communicate with an employee during the employee's working hours, prior telephone notice shall be given to the Director of EMS or their designee, or in his or her absence, the shift supervisor, should one be on duty, so that, if consistent with departmental operational requirements, mutually satisfactory arrangements may be made.

The Employer shall provide meeting space to the Union upon written advance notice from the Union.

**SECTION C BULLETIN BOARDS**

The Employer shall provide a suitably located bulletin board of appropriate size for the Union's exclusive use.

**SECTION D PRINTING AND DISTRIBUTION OF AGREEMENT**

The Employer shall provide each bargaining unit employee with a copy of this Agreement and each new employee as hired.

**SECTION E UNION STEWARDS AND UNION ACTIVITIES**

The Union may designate one (1) employee as a Chief Unit Representative and two assistants, as needed. The Union shall certify, in writing, to the Employer the names of Union officers. Should a Union Officer desire to investigate or process a grievance during his/her working hours, he/she shall obtain prior permission from the Town Supervisor or his/her designee. Permission shall not be unreasonably withheld.

The Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of time and pay, a local Union Officer whose name has been submitted to the

Employer, in writing, shall be permitted to engage in the following activities:

- post Union notices and literature
- transmit communications authorized by the local Union or its officers to the Employer, or it's representative

The Town agrees to grant release time to three (3) members selected to serve on the Union's negotiating team.

## **ARTICLE 6 WORK TIME**

### **SECTION A GENERAL**

All full-time employees in this unit shall consider the Town of Guilderland to be their primary employer. Outside or secondary employment shall be governed by the Town of Guilderland Emergency Medical Services Standard Operational Policy. Waivers may be granted on case by case basis.

For the purpose of calculating work time, days shall refer to a twelve (12) hour shift as described in Section D.

### **SECTION B WORK WEEK**

The basic work week for all full-time employees shall consist of three (3) consecutive days of twelve (12) consecutive hours per day, unless modified by mutual agreement.

### **SECTION C WORK DAY**

No employee shall be required to work more than eighteen (18) hours straight involuntarily, unless an emergency situation exists. There shall be at least six (6) hours before his/her next shift.

### **SECTION D DEPARTMENT SHIFT**

There shall be the following established shifts for the department: 6:00 am to 6:00 pm, 6:00 pm to 6:00 am, and ~~9:00 am to 9:00 pm~~ **12:00 pm to 12:00 am**. However, upon mutual agreement between the parties, the shift start and end time may be adjusted for the bid cycle. Such agreement must be renewed on an annual basis. The flex shift schedule shall mirror the shift being replaced.

In the event that a vacant position is open for one (1) week or more, the Town may reassign the employees working the designated flex shift to maintain coverage. The flex schedule shall be limited to Two (2) employees. The flex-schedule employees shall be given five (5) days' notice prior to reassignment.

#### **SECTION E SHIFT BIDDING**

1. Effective November 1<sup>st</sup> of each year, all shift blocks held by full-time employees will be by seniority as stated in Article 16 of this Agreement. All bidding concludes at 23:59 (11:59 PM) on November 21. Results are to be posted by the Director of EMS or their designee no later than December 1<sup>st</sup> and implemented on January 1<sup>st</sup>. Each full-time employee will have forty-eight (48) hours to bid once they are aware it is their turn to bid. Anyone exceeding forty-eight (48) hours will lose their turn and go to the bottom of the list.
2. Part-time employees will be given the opportunity to fill open shifts as needed after the full-time positions have been filled, as per Section E, 1 and Article 16.

The Town will offer the open positions to part-time employees within job class starting with the senior part-time employee using a rotating wheel to ensure equal opportunity to fill available shifts. The employee will lose their turn in the rotation if they refuse an open shift that is offered to them. In the event that a shift remains unfilled after being offered to all employees in job class, the shift may be offered to employees in a different job class.

3. In the event that a full-time shift becomes available before the end of the bidding period, the most senior full-time employee within job class has the option of staying with their current schedule or filling the open shift. This procedure continues until all full-time employees have had the opportunity to stay in their current shift or fill the vacancy.
4. In the event that a part-time regular shift becomes available, it will be posted for a period of two (2) weeks. Any part-time employee who would like the shift as a permanent shift, must submit a request, in writing, to the Director of EMS or their designee within the two (2) week time frame. Requests will be honored in order of seniority.

#### **SECTION F SUBSTITUTION**

Voluntary shift substitution will be allowed between two (2) employees and must be for a period of three (3) hours or greater. If an employee is detained and unable to conduct shift change at the agreed upon time,

the shift substitution is adjusted to reflect the actual time worked. Voluntary shift substitution may not impose additional costs. Additional swapping may be approved at management discretion.

## **SECTION G PREMIUM PAY AND OTHER EMOLUMENTS**

1. For the purpose of computing overtime pay, the rate of pay for overtime hours worked shall be computed on the basis of thirty-six (36) hours per week or a seventy-two (72) hours per pay period for all hours worked in excess of forty (40) hours per week.
2. An employee shall be paid one and one-half (1 ½) times the hourly rate based on the Formula of Compensation set forth in Section G, Paragraph (1) for the above for all hours worked in excess of forty (40) hours in any work week.
3. Time during which an employee is absent from work because of vacation, ~~holidays~~, or personal leave, shall be considered time worked for the purpose of computing overtime. The time during which an employee is absent from work because of sick ~~or compensatory~~ leave will not count as time worked for the purpose of computing overtime ~~and straight time will be paid for the time worked over forty (40) hours in a work week in which the employee has used sick time.~~
4. In the event that an employee is called in for a special conference outside of his/her regularly scheduled work shift, he/she shall be paid the applicable rate of pay for all hours, with a minimum guarantee of two (2) hours.
5. In lieu of overtime, employees may, at the discretion of the employee, elect to have overtime hours converted to compensatory. The maximum accrual of compensatory time shall be eighty (80) hours. Employees may carry over compensatory time from year to year but may not accrue more than eighty (80) hours at any given time. Compensatory time may be used in the same manner as personal time. For the purposes of this Section, overtime converted which would be less than forty (40) hours in a workweek will be credited at 1.0 hours of compensatory time per converted hour, and overtime which would be greater than forty (40) hours will be credited at 1.5 hours of compensatory time for each hour converted. ***Additionally, employees may elect to sell back compensatory time twice a year, to be paid out in the first pay period of June and December. Employees who elect to sell back compensatory time must make their preference known to the Town no later than the end of the preceding applicable pay period.***

## SECTION H COURT APPEARANCES

An employee required to appear in court on behalf of the Employer or required to appear before any regulatory or administrative agency outside his/her regularly scheduled work shift, shall be paid for his/her appearance and shall receive a minimum of three (3) hours pay at the applicable rate. If he/she utilizes a means of transportation not supplied by the Employer, he/she shall be compensated at the current Town mileage rate.

## SECTION I SHIFT DISTRIBUTION

1. The Extra Shift Distribution list shall be used for the purpose of shift distribution in the event of a vacant shift. The shift shall be offered to a part-time employee who would not exceed forty (40) hours per week. If the shift is available for overtime, it shall be made available to any full-time employee following guidelines established in Paragraph 3. In the event that no employee in job class is able to fill a shift, the shift shall be offered to employees in another job classification according to operational needs. The hierarchy of job classifications shall be as follows:

- Senior Paramedic Supervisor
- Supervisor
- Paramedic
- EMT

2. The Employer shall endeavor to equalize all overtime over a three (3) month basis. A record of overtime assigned and worked shall be maintained, reviewed on a quarterly basis and made available upon request.

3. The Extra Shift Distribution list will be utilized for the purpose of distributing overtime. All overtime will be equally distributed among employees and be offered to the employees on the basis of least hours first. If employees have the same number of hours, seniority order will be utilized. Each employee shall be selected in turn according to his/her place on the list. Each employee shall, based on position on the list, have the option of refusing such overtime assignments within the department.

The Town has a right to assign mandatory overtime to full-time employees on a rotating basis starting with the least senior employee in the classification where the overtime is required only if no qualified employee in the job classification within the bargaining unit can be found to voluntarily work the overtime. Mandating will continue in inverse order of

seniority, throughout the calendar year, in an attempt to equally distribute mandates. ***Qualified administration staff may work a shift that would result in the mandate of the employee in lieu of issuing a mandate after the shift has been posted for a reasonable length of time.***

4. Once the monthly schedule is finalized and posted, there shall be no rescheduling of part-time employees shifts to avoid the payment of overtime unless the employee agrees. Employees cannot swap for an open shift that may occur.
5. ~~Employees that are mandated to work shall receive Differential Pay of additional dollar per hour.~~ ***Employees who are mandated to work shall be paid a pay differential of five dollars (\$5.00) per hour for all mandated work hours.***
6. **FTO PAY**  
~~Employees who are performing Field Training Officer (“FTO”) duties, as set forth in the FTO job description, will be compensated an additional fifty cents (\$.50) per hour for all hours spent in an FTO capacity.~~

***Any person designated as FTO (Field Training Officer) shall receive \$800/year annually computed into their hourly rate (prorated for full-time equivalency for part-time employees). Field Training Officers appointed after January 1 will receive a prorated stipend adjustment. The title is granted by the Director of EMS or their designee with an application process.***

***The FTO training program/guidelines shall be established by management in conjunction with Joint Labor Management no later than December 31st, 2024.***

**SECTION J EXTRA WORK**

An employee shall not be required to perform additional tasks unrelated to the Guilderland Emergency Medical Service Department during routine day to day operations. However, in the event of an unforeseen incident/emergency declared by the Town of Guilderland or the Town Supervisor, an employee may be required to perform tasks unrelated to the Employees job classification.

**SECTION K PART-TIME TIME WORKED REQUIREMENT**

***Part-time employees who do not have a bid shift will meet the minimum (288 hours/year) of work. If an employee does not meet yearly requirements the employee may be separated from employment without the application of progressive discipline. Dispensation will be granted on an as-needed basis (e.g. prolonged***

*injury, absence approved in advance, new hire partway through the year, vacation, etc.) by the Director of EMS or their designee. Part-time employees will be required to have a minimum of one (1) bid shift per week or submit availability as outlined in the relevant policy unless otherwise approved by EMS Administration.*

**ARTICLE 7  
SALARIES AND OTHER COMPENSATION**

**SECTION A WAGES**

|                 | 1/1/2021        |
|-----------------|-----------------|
| <b>NEW HIRE</b> | <b>\$46,143</b> |
| After 1 year    | \$48,858        |
| After 2 years   | \$50,400        |
| After 3 years   | \$51,950        |
| After 4 years   | \$53,511        |
| After 5 years   | \$55,061        |

**PART-TIME WAGES PER HOUR**

|                 | 1/1/2021       |
|-----------------|----------------|
| <b>NEW HIRE</b> | <b>\$24.64</b> |
| After 1 year    | \$26.01        |
| After 2 years   | \$26.93        |
| After 3 years   | \$27.70        |
| After 4 years   | \$28.60        |
| After 5 years   | \$29.40        |

- ~~Effective January 01, 2021, there shall be no general increase to the EMT or Paramedic salary schedule, and the prior salary schedule shall remain in effect unchanged. The prior EMT salary schedule, as approved by the Town board on August 21, 2018 is attached as "Appendix B"~~
- ~~Effective January 01, 2022, the following salary schedule shall be in effect. No employee shall suffer a loss of pay as a result of the implementation of the new salary schedule.~~
- ~~Effective January 01, 2023, there shall be no increase to the new general salary schedule.~~

**PARAMEDIC WAGES**

|                 | <b>Full Time Salary</b> | <b>Part Time / Hourly Equivalent</b> |
|-----------------|-------------------------|--------------------------------------|
| <b>NEW HIRE</b> | <b>\$46,143</b>         | <b>\$24.65</b>                       |
| After 1 year    | <b>\$52,234</b>         | <b>\$27.90</b>                       |
| After 2 years   | <b>\$54,141</b>         | <b>\$28.92</b>                       |
| After 3 years   | <b>\$55,738</b>         | <b>\$29.77</b>                       |
| After 4 years   | <b>\$57,968</b>         | <b>\$30.97</b>                       |
| After 5 years   | <b>\$58,664</b>         | <b>\$31.34</b>                       |
| After 6 years   | <b>\$59,367</b>         | <b>\$31.71</b>                       |
| After 7 years   | <b>\$61,172</b>         | <b>\$32.98</b>                       |
| After 8 years   | <b>\$63,563</b>         | <b>\$33.95</b>                       |
| After 9 years   | <b>\$65,883</b>         | <b>\$35.99</b>                       |
| After 10 years  | <b>\$74,580</b>         | <b>\$39.84</b>                       |

**EMT WAGES**

|                 | <b>Full Time Salary</b> | <b>Part Time / Hourly Equivalent</b> |
|-----------------|-------------------------|--------------------------------------|
| <b>NEW HIRE</b> | <b>\$33,906</b>         | <b>\$18.11</b>                       |
| After 1 year    | <b>\$35,144</b>         | <b>\$18.77</b>                       |
| After 2 years   | <b>\$36,181</b>         | <b>\$19.33</b>                       |
| After 3 years   | <b>\$37,628</b>         | <b>\$20.10</b>                       |
| After 4 years   | <b>\$38,080</b>         | <b>\$20.34</b>                       |
| After 5 years   | <b>\$38,537</b>         | <b>\$20.59</b>                       |
| After 6 years   | <b>\$40,078</b>         | <b>\$21.41</b>                       |
| After 7 years   | <b>\$41,260</b>         | <b>\$22.04</b>                       |
| After 8 years   | <b>\$42,766</b>         | <b>\$22.85</b>                       |
| After 9 years   | <b>\$48,411</b>         | <b>\$25.86</b>                       |
| After 10 years  | <b>\$49,863</b>         | <b>\$26.64</b>                       |

***New Salary table, attached as Appendix C.***

- SECTION B** (1) The Town of Guilderland is hereby empowered, in its sole discretion, to create and fill the position of Shift Supervisor. The Senior Shift supervisor on duty at any point in time may assume and be responsible for general supervisory duties and functions of the department. ~~Any person designated a Shift Supervisor shall receive an additional annual compensation of three thousand dollars (\$3,000). Any Shift Supervisor appointed for or who serves less than a full calendar year shall receive in additional compensation the amount of time actually served in the position calculated on a daily basis divided into three thousand dollars (\$3,000).~~
- (2) ~~The Town may create a new Senior Paramedic Supervisor position. The parties agree to reopen negotiations for the sole purpose of discussing terms and conditions of employment for the Senior Paramedic Supervisor when the town fills the position.~~
- (32) The Flex Schedule Paramedic Supervisor may be assigned for Paramedic Supervisor shift coverage or for training duties. The Flex Schedule Paramedic Supervisor shall be notified at least five (5) days prior to a reassignment. In the event a Paramedic Supervisor opening occurs with less than five (5) days notice, the

**UPSEU Salary Chart**

| 2024  |           |       |
|---|-----------|-------|
| <b>Sr. Paramedic Spvr<br/>(Bonnie-Jean)</b> |           |       |
| 2023  | 87,867.20 | 42.24 |
| 2024 @ 2.5%                                 | 90,063.88 | 43.30 |

| 2025 @ 2.5%                                 |           |       |
|---|-----------|-------|
| <b>Sr. Paramedic Spvr<br/>(Bonnie-Jean)</b> |           |       |
| 2025 @ 2.5%                                 | 92,315.48 | 44.38 |

| 2026 @ 2.5%                                 |           |       |
|---|-----------|-------|
| <b>Sr. Paramedic Spvr<br/>(Bonnie-Jean)</b> |           |       |
| 2026 @ 2.5%                                 | 94,623.36 | 45.49 |

| Paramedic Supervisor Wages |           |  |            |
|----------------------------|-----------|--|------------|
|                            | Full Time |  | Hrly Equiv |
|                            | Salary    |  |            |
| NEW HIRE                   | 59,155    |  | 31.60      |
| After 1 year               | 61,521    |  | 32.86      |
| After 2 years              | 62,263    |  | 33.26      |
| After 3 years              | 64,097    |  | 34.24      |
| After 4 years              | 66,661    |  | 35.61      |
| After 5 years              | 67,448    |  | 36.03      |
| After 6 years              | 68,257    |  | 36.46      |
| After 7 years              | 70,986    |  | 37.92      |
| After 8 years              | 73,080    |  | 39.04      |
| After 9 years              | 75,741    |  | 40.46      |
| After 10 years             | 80,440    |  | 42.97      |

| Paramedic Supervisor Wages |           |  |            |
|----------------------------|-----------|--|------------|
|                            | Full Time |  | Hrly Equiv |
|                            | Salary    |  |            |
| NEW HIRE                   | 60,634    |  | 32.39      |
| After 1 year               | 63,059    |  | 33.69      |
| After 2 years              | 63,820    |  | 34.09      |
| After 3 years              | 65,699    |  | 35.10      |
| After 4 years              | 68,328    |  | 36.50      |
| After 5 years              | 69,134    |  | 36.93      |
| After 6 years              | 69,963    |  | 37.37      |
| After 7 years              | 72,761    |  | 38.87      |
| After 8 years              | 74,907    |  | 40.01      |
| After 9 years              | 77,635    |  | 41.47      |
| After 10 years             | 82,451    |  | 44.04      |

| Paramedic Supervisor Wages |           |  |            |
|----------------------------|-----------|--|------------|
|                            | Full Time |  | Hrly Equiv |
|                            | Salary    |  |            |
| NEW HIRE                   | 62,150    |  | 33.20      |
| After 1 year               | 64,636    |  | 34.53      |
| After 2 years              | 65,415    |  | 34.94      |
| After 3 years              | 67,342    |  | 35.97      |
| After 4 years              | 70,036    |  | 37.41      |
| After 5 years              | 70,863    |  | 37.85      |
| After 6 years              | 71,713    |  | 38.31      |
| After 7 years              | 74,580    |  | 39.84      |
| After 8 years              | 76,780    |  | 41.01      |
| After 9 years              | 79,575    |  | 42.51      |
| After 10 years             | 84,512    |  | 45.15      |

| Paramedic Wages |           |             |
|-----------------|-----------|-------------|
|                 | Full Time | PT / Hourly |
|                 | Salary    | Equiv       |
| NEW HIRE        | 56,160    | 30.00       |
| After 1 year    | 58,407    | 31.20       |
| After 2 years   | 59,100    | 31.57       |
| After 3 years   | 60,859    | 32.51       |
| After 4 years   | 63,293    | 33.81       |
| After 5 years   | 64,060    | 34.22       |
| After 6 years   | 64,828    | 34.63       |
| After 7 years   | 67,430    | 36.02       |
| After 8 years   | 69,414    | 37.08       |
| After 9 years   | 71,941    | 38.43       |
| After 10 years  | 76,528    | 40.88       |

| Paramedic Wages |           |             |
|-----------------|-----------|-------------|
|                 | Full Time | PT / Hourly |
|                 | Salary    | Equiv       |
| NEW HIRE        | 57,564    | 30.75       |
| After 1 year    | 59,867    | 31.98       |
| After 2 years   | 60,578    | 32.36       |
| After 3 years   | 62,380    | 33.32       |
| After 4 years   | 64,875    | 34.66       |
| After 5 years   | 65,662    | 35.08       |
| After 6 years   | 66,449    | 35.50       |
| After 7 years   | 69,116    | 36.92       |
| After 8 years   | 71,149    | 38.01       |
| After 9 years   | 73,740    | 39.39       |
| After 10 years  | 78,441    | 41.90       |

| Paramedic Wages |           |             |
|-----------------|-----------|-------------|
|                 | Full Time | PT / Hourly |
|                 | Salary    | Equiv       |
| NEW HIRE        | 59,003    | 31.52       |
| After 1 year    | 61,364    | 32.78       |
| After 2 years   | 62,092    | 33.17       |
| After 3 years   | 63,940    | 34.16       |
| After 4 years   | 66,497    | 35.52       |
| After 5 years   | 67,303    | 35.95       |
| After 6 years   | 68,110    | 36.38       |
| After 7 years   | 70,844    | 37.84       |
| After 8 years   | 72,928    | 38.96       |
| After 9 years   | 75,583    | 40.38       |
| After 10 years  | 80,402    | 42.95       |

| EMT Wages      |           |             |
|----------------|-----------|-------------|
|                | Full Time | PT / Hourly |
|                | Salary    | Equiv       |
| NEW HIRE       | 43,056    | 23.00       |
| After 1 year   | 44,779    | 23.92       |
| After 2 years  | 45,322    | 24.21       |
| After 3 years  | 46,669    | 24.93       |
| After 4 years  | 48,541    | 25.93       |
| After 5 years  | 49,140    | 26.25       |
| After 6 years  | 49,740    | 26.57       |
| After 7 years  | 51,743    | 27.64       |
| After 8 years  | 53,278    | 28.46       |
| After 9 years  | 55,224    | 29.50       |
| After 10 years | 56,160    | 30.00       |

| EMT Wages      |           |             |
|----------------|-----------|-------------|
|                | Full Time | PT / Hourly |
|                | Salary    | Equiv       |
| NEW HIRE       | 44,132    | 23.58       |
| After 1 year   | 45,898    | 24.52       |
| After 2 years  | 46,455    | 24.82       |
| After 3 years  | 47,836    | 25.55       |
| After 4 years  | 49,755    | 26.58       |
| After 5 years  | 50,369    | 26.91       |
| After 6 years  | 50,984    | 27.23       |
| After 7 years  | 53,037    | 28.33       |
| After 8 years  | 54,610    | 29.17       |
| After 9 years  | 56,605    | 30.24       |
| After 10 years | 57,564    | 30.75       |

| EMT Wages      |           |             |
|----------------|-----------|-------------|
|                | Full Time | PT / Hourly |
|                | Salary    | Equiv       |
| NEW HIRE       | 45,236    | 24.16       |
| After 1 year   | 47,046    | 25.13       |
| After 2 years  | 47,616    | 25.44       |
| After 3 years  | 49,032    | 26.19       |
| After 4 years  | 50,998    | 27.24       |
| After 5 years  | 51,628    | 27.58       |
| After 6 years  | 52,258    | 27.92       |
| After 7 years  | 54,362    | 29.04       |
| After 8 years  | 55,975    | 29.90       |
| After 9 years  | 58,020    | 30.99       |
| After 10 years | 59,003    | 31.52       |

reassignment may occur with mutual consent of the flex schedule Paramedic Supervisor and the Director of EMS.

**ARTICLE 8  
HOLIDAYS**

**SECTION A** For the sake of calculating holiday pay, the following eleven (11) holidays will be recognized:

- January 1 - New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Christmas Day

**SECTION B** Full-time employees that work on a recognized holiday will be compensated for the day at the rate of two times (2x) the employees' rate of pay, in addition of their thirty-six (36) hour work week.

**SECTION C** Full-time employees that do not work on a recognized holiday, and that day is not labeled as a sick day, will be compensated at a rate of straight pay in addition to their thirty-six (36) hour work week.

**SECTION D** Part-time employees that work a recognized holiday will be compensated at a rate of two times (2x) the employees' rate.

**ARTICLE 9  
EARNED LEAVE**

**SECTION A ELIGIBILITY**

1. In order to accumulate vacation leave and/or sick leave, an employee must work on a regular and consistent basis eighteen (18) or more hours per week for six (6) or more consecutive months. For the purposes of this section, an employee must bid eighteen (18) hours per week and average eighteen (18) hours of work per week, each month, for six (6) consecutive months. Once an employee has qualified, the employee will be given a pro-rated (against the full-time equivalent) amount of vacation and sick time retroactively from the start of the six (6) month measurement period. Thereafter, the employee shall earn vacation and

sick on a month-to-month basis, so long as the employee continues to qualify according to the foregoing. If the employee has earned vacation and sick time, such time will be credited as time worked. Once time has been granted, the employee will not lose such time, even if the employee no longer qualifies.

2. In order to be entitled to personal leave, the employee must be full-time status with the Town of Guilderland.
3. Seniority shall prevail in the selection of vacation periods provided the public interest is not prejudiced.
4. Vacation shall be in addition to regular days off.
5. The use of vacation or sick leave for part-timers are subject to the same requirements set forth in this Agreement for full-time employees.
6. Part-time employees who are hired prior to January 1, 2009 and who have banked vacation leave accruals may receive payment for such accruals provide they submit a written request for payment to the Town Supervisor.

**SECTION B ACCUMULATION**

1. Full-time employees will be using the employer's scheduling program in current use.
2. Will earn 7.2 hours of sick leave per month not to exceed a total accumulation of twelve hundred (1200) hours or one hundred (100) days.  
  
Employees will be allowed to convert their sick leave bank to cash for use towards health insurance premiums at retirement.
3. Will earn 7.2 hours of vacation leave per month not to exceed a total accumulation of two hundred eighty-eight (288) hours twenty-four (24) days.
4. Will be granted forty-eight (48) hours of personal leave per year on January 1<sup>st</sup> of each year.
5. All full-time employees shall be entitled to accrued paid vacation and, shall receive the additional accrued vacation benefits:

**YRS OF SERVICE   TIME EARNED (DAYS)   TIME EARNED (HOURS)**

|                    |   |      |
|--------------------|---|------|
| After five years   | 1 | 7.2  |
| After six years    | 2 | 14.4 |
| After seven years  | 3 | 21.6 |
| After eight years  | 4 | 28.8 |
| After nine years   | 5 | 36.0 |
| After ten years    | 6 | 43.2 |
| After eleven years | 7 | 50.4 |
| After twelve years | 8 | 57.6 |

**SECTION C   VACATION LEAVE**

1.    Vacation leave shall be scheduled and taken in units of half (1/2) days and multiples thereof unless otherwise approved by the Director of EMS or his/her designee.
2.    The days of vacation are defined as days upon which a member would otherwise work and receive pay, exclusive of holidays.
3.    Vacation shall be given according to the contractual agreement.
4.    Seniority of members will determine the order of preference to be given for vacation leave.
5.    Seniority shall be the deciding factor as to choice of vacation time.
6.    The order of preference shall prevail only to the extent that the leave schedule must provide for the presence of sufficient members to discharge the day to day responsibilities of the Department and to be available during periods of emergency.
7.    All requests for vacation shall be submitted to the Director of EMS and/or designee.
8.    Vacation days must be submitted prior to the eleventh day of the prior month. Once vacation leave is approved, it cannot be denied for any reason, unless emergency staffing has been declared by the Town Supervisor or their designee
9.    Employees will be allowed to buy back up to thirty-six (36) hours of vacation time annually. The employees who request pay for the accumulated vacation days will be paid in December of the year that the buyout is requested.

10. The Town will advance new employees thirty-six (36) hours of vacation leave upon date of hire. In the event that the employee leaves employment prior to earning vacation leave to cover usage of vacation time, the employee will be required to compensate the Town for advanced vacation leave.

**SECTION D** Part-time employees will be using the Employer's scheduling program in current use.

**SECTION E** Vacation and Sick Leave is earned on a monthly basis, calculated at the same percentage per month as the part-time daily hours.

**ARTICLE 10  
PAID LEAVES**

**SECTION A SICK LEAVE**

1. Each full-time employee shall be entitled to sick leave after three (3) months of continuous service. Each full-time employee shall be credited one (1) day (7.2 hours) of sick leave upon the completion of each month of continuous service, including the first three (3) months of continuous service. Sick leave credits may be accumulated up to a maximum of twelve hundred (1200) hours.
2. In addition to personal illness, leave for sickness in the employee's immediate family, if prior approval is obtained, may be charged to sick leave. Requests for such approval shall be made to the Director of EMS or their designee.
3. An employee who will not be able to report for his or her work shift because of either a job related or non-job related illness or injury shall report such inability to report for work to the Dispatcher on duty no later than six (6) hours prior to the start of tour duty, when possible.
4. The Town will advance new employees thirty-six (36) hours of sick leave upon date of hire. In the event that the employee leaves employment prior to earning sick leave to cover usage of sick time, the employee will be required to compensate the Town for advance sick leave.
5. ***Employees who require in-patient hospitalization or structured day programs at a mental health care center for up to thirty (30) days per year will not be required to utilize Sick Time for the period of hospitalization/treatment. In order to be eligible, the employee must provide documentation from an approved medical provider. Additional periods of treatment may be approved at the discretion***

***of the Director of EMS and the Medical Director upon receiving documentation from the employee.***

**SECTION C MATERNITY LEAVE**

1. All employees will be entitled to the benefits as provided by the FMLA and other applicable law.
2. Sick leave pay shall be granted to female employees for any period of physical disability caused by pregnancy or because of childbirth, provided such condition is certified in writing by the employee's physician. The employee shall be paid accrued time benefits only for that period of temporary inability or disability certified by the employee's physician, provided that the employee has accumulated sufficient leave days to cover the request. A female employee shall be entitled to leave without pay for child care up twenty (20) weeks following the date of delivery. For purposes of computing the twenty (20) week period, those periods during which the employee was absent for "disability" are included, and the twenty (20) week period will not be extended by the granting of disability leave or the use of accrued leave.
3. Notwithstanding the original terms of the leave, the employee may return to employment duties after a reasonable notice fifteen (15) days minimum to the Director of EMS or their designee, and after the attending physician has determined the employee is physically able to return to duty.
4. All benefits that relate to sick time under the terms of this Agreement shall accrue to the employee for the period of temporary inability or disability certified by the employee's physician. Thereafter, the employee shall be treated as if on leave of absence without pay.

**SECTION D PERSONAL LEAVE**

1. Each full-time employee shall be entitled to forty-eight (48) hours personal leave per year.
2. Upon application to the Director of EMS or their designee personal leave will be granted in segments of not less than two (2) hours, if granting that leave does not impair the efficiency of operation.
3. Personal time may not be accumulated from year to year. Personal time not used shall, at the end of the year, be credited to the employee's vacation time or paid out at the employee's option.

**SECTION E BEREAVEMENT LEAVE**

1. A full-time employee will be entitled to a leave of absence as actually needed and used by him/her for funeral arrangements or attendance due to death of his/her father (natural, foster or step), mother (natural, foster or step), mother-in-law, father-in-law, brother, sister, spouse, *or domestic partner*, child (natural, foster or step), grandparent, or other relative who is a member of his household. Employer will reimburse him for such scheduled work time as he actually loses during his leave to a maximum of thirty-six (36) hours at his regular wage rate. An employee may use additional vacation or personal time as needed above the thirty-six (36) hours mentioned herein, provided that the employee has permission to do so. Permission shall not be unreasonably denied.
2. An employee will be entitled to leave of absence as actually needed and used by him for funeral attendance due to the death of his brother-in-law or sister-in-law. The Employer will reimburse him for his scheduled work time lost on the day of the funeral.

**ARTICLE 11  
UNPAID LEAVES**

**SECTION A ELIGIBLE**

1. Leaves of absence without pay not to exceed three (3) months, may be granted at the discretion of the Employer. Requests for such leave shall be filed by the employee with the Town Supervisor or his/her designee, stating the reason for and the expected duration of the proposed leave. A request for leave of absence without pay shall not be arbitrarily denied.
2. There shall be no accrual of sick leave entitlement, vacation entitlement or any other benefits when an employee is on a leave of absence without pay.

**ARTICLE 12  
HOSPITALIZATION & MEDICAL BENEFITS & OTHER INSURANCE COVERAGE**

**SECTION A COVERAGE AND ELIGIBILITY**

1. All full-time employees in the bargaining unit shall be eligible for hospitalization and medical insurance 2020 CDPHP Plan known as the 25/40 Plan (Group plan #10008401, plan summary attached hereto as "Appendix A"), coverage for themselves and all their eligible dependents which shall include a prescription drug rider. The Employer shall pay the full cost of premiums for the full-time employees, and sixty percent (60%) of the cost of premiums for full-time employee's dependents. If the

current insurance carrier modifies or cancels the current health care plan, the Town will provide a health plan that is equivalent or better to the benefit level of the current plan as of the date of the change. Additionally, the parties may reopen the CBA to negotiate any changes to the health insurance plan.

2. All part-time employees who work regular and consistent weekly shifts of a minimum of twenty-five (25) hours per week, shall be eligible for hospitalization and medical insurance coverage for themselves, which shall include a prescription drug rider. The measurement period to determine if an employee has met the eligibility requirements shall be calculated by averaging the employee's hours in a twelve (12) month period beginning in the month prior to the Employer's health insurance open enrollment month. If an employee qualifies for health insurance, the stability period of coverage shall be twelve months. The employer shall pay the full cost premiums for this employee under the 2020 CDPHP Plan.
3. ~~All eligible employees who opt out of the CDPHP health insurance coverage from the Employer will be compensated \$2400 per year payable during the first pay in December.~~ **Employees who are eligible for coverage under the Town's health insurance program but elect to forgo medical coverage will receive a payment of three thousand five hundred dollars (\$3,500.00). Such payments will be made on a prorated basis in the month of December.**
4. At the time an employee retires from service with the Town, any unused sick time may be applied against the cost of health insurance premiums, up to a maximum of 1200 hours.

#### **SECTION B DISABILITY INSURANCE BENEFITS**

1. The Employer shall provide benefits as required under the New York State Disability Benefit Law.
2. The Town will allow an injured employee to work in a light duty capacity, provided there is light duty work available that conforms to the medical restrictions the employee may have. The decision to permit an employee to work in a light duty capacity shall be in the sole discretion of the Town.
3. In the event that an employee is injured on the job (Worker's Compensation) and unable to return to work, the Town will continue to pay its portion of the health insurance premium for twelve (12) months.

**4. LONG-TERM DISABILITY INSURANCE**

*In the event the Union chooses to, all employees represented in this contract will participate in the Long-Term Disability Program. The plan will be proposed by the Union to the Town and funded by Employee post-tax earnings. When in effect, all employees defined as eligible under the plan terms must participate.*

**SECTION C CAFETERIA PLAN**

The Employer shall provide for the availability of an IRS Code Section 125 Plan.

Effective January 1, 2016, the Employer will provide a FSA program and a dependent care program equal to that provided to the Guilderland PD bargaining unit.

**SECTION D RETIREE HEALTH INSURANCE (Effective January 1, 2012)**

1. The Town shall provide each eligible retiree, his/her spouse and his/her eligible dependents with health insurance, including a prescription drug plan. In order to be eligible for health insurance including a prescription drug plan, the retiree must have at least ten (10) years of service with the Town. The health insurance plan available to retirees and their eligible dependents shall be the same plans available to Town employees in the Employee Manual.
2. Employees who retire with at least ten (10) years but less than twenty (20) years of service with the Town will have fifty percent (50%) individual coverage and thirty-five (35%) family coverage paid by the Town.
3. Employees who retire with twenty (20) or more years of service with the Town will have one hundred percent (100%) individual coverage and fifty percent (50%) dependent coverage paid by the Town.

**ARTICLE 13  
RETIREMENT PROGRAM**

~~New York State Retirement System:~~

1. All full-time employees will be covered under the New York State Retirement System. All other employees shall have whatever rights, if any, provided by the system.

- 2. ***In the event that a different option for EMS within the New York State Retirement System becomes available, both parties agree that negotiations will reopen solely on that subject.***

**ARTICLE 14  
EDUCATIONAL BONUS**

- SECTION A** The Employer acknowledges that it is important for all members of the unit to receive required and supplemental educational instruction and opportunities.
- SECTION B** Each employee shall be paid through the year at the standard rate for continuing education or other training as required by the employer. Such training will be a minimum of three (3) hour blocks, and such training will be scheduled no later than the beginning of the month preceding the scheduled training. Unless approved by the Director of EMS or their designee, all training must take place within the Guilderland EMS training system. Employees must attend at least twenty four (24) hours of required training per year, and such training may take place outside of the employees scheduled work hours. The Employer agrees to offer multiple sessions for each required training. Any additional mandated training in excess of the required twenty four (24) hours set forth above shall be paid at the employees' standard rate of pay.
- SECTION C** A three (3) person committee consisting of the Medical Director, Director of EMS or their designee and a Bargaining Unit Member will be established with a yearly fund of \$5,000. Any unit member can submit for training, conference or college attendance and related expenses to the committee. The committee will review and approve, disapprove, or modify the request by majority vote of the committee members. When funds are depleted no additional requests can be submitted for that year. Funds will be reviewed as they are submitted and approved based on value to the department and seniority on a rotating basis.
- SECTION D** Full-time employees are eligible to receive an educational bonus, which shall be paid in a lump sum on the employee's anniversary date of hire, as follows:
  - a. Non-cumulative Educational Bonus.  
***AEMT Certification - \$250.00***  
 Paramedic certified (EMT position only) ~~(\$200)~~ ***\$500.00***  
 RN Degree ***and Licensure*** (\$200).  
 No employee shall receive more than one educational bonus for the listed degrees.

- ~~b. Cumulative educational bonus (for instructor certification only):  
 Certified Instructor Coordinator (\$250); and  
 Certified Lab Instructor ("CLI") (\$150); and  
 Advanced Cardiac Life Support (\$100); and  
 Pediatric Advanced Life Support (\$100); and  
 Cardio-pulmonary Resuscitation (\$100); and  
 An employee may receive an educational bonus for each listed certification.~~

~~Employees are eligible to receive an educational bonus in the amounts stated above in Section E (1)(b), which shall be paid in a lump sum on the first pay period of December, if the employee provides the Town with training under a listed certification for which the educational bonus is sought. The parties agree to meet through the labor management committee, no later than December of the preceding calendar year, to set forth the minimum requirements for the educational bonus for the following year.~~

- b. Any instructor hours worked at straight time by a certified instructor will be paid at the current Town board-approved contractor instructor rate or the employee's regular hourly rate, whichever is greater.***

**ARTICLE 15  
UNIFORMS AND MAINTENANCE**

**SECTION A ALLOCATION**

- 1.** The basic uniform(s) for permanent employees shall consist of EMS pants and EMS shirt. All full-time employees will be issued four (4) complete uniforms to be chosen by the employee and all part-time employees will be issued two (2) complete uniforms to be chosen by the employee. All employees will also be issued their choice of work boots or work shoes as noted below. Upon hire, additional equipment to be distributed to all employees is listed below:

|                           | <u>Part-time</u> | <u>Full-time</u> |
|---------------------------|------------------|------------------|
| Light Jacket              | 1                | 1                |
| Navy All Season Coat      | 1                | 1                |
| Rain Coat                 | 1                | 1                |
| Black Work Boots or Shoes | 0                | 1                |
| Black Belt                | 1                | 1                |
| GEMS Ball Cap             | 1                | 1                |
| GEMS Winter Cap           | 1                | 1                |
| Winter Gloves             | 1                | 1                |
| Long Sleeve Uniform Shirt | 1                | 2                |

- 2. ~~\*Special Note~~— Part-time employees who complete one year of service with at least 288 hours of service to the employer shall be issued a pair of boots. Thereafter, the employee’s boots will be replaced on a case by case basis.
- 3. **Employees may use their uniform allowance to purchase additional uniform items as approved by the Town. These items are not part of the issued uniform and equipment listed in Section A and are not eligible for new hires.**

**SECTION B** After the initial hire issuance of uniforms, full-time employees will receive an annual uniform allowance of three hundred fifty dollars (\$350.00), ~~and part-time employees two hundred dollars (\$200.00)~~ to be paid upon request of the employee. **Uniform items issued by the Employer upon hire or through the use of the uniform allowance are to be used exclusively for performing work for the Town of Guilderland EMS.**

Uniform items issued by the Employer are to be used exclusively for performing work for the Town of Guilderland EMS. **All uniform items, key/FOBs, Identification Badges, and issued Town equipment will be returned to the EMS Department upon retirement, resignation, or termination of employment.**

**SECTION C** The Employer will provide separate reimbursement up to a maximum of two hundred fifty dollars (\$250) per year for personal articles (eyeglasses, watches, etc.) belonging to an employee which are damaged, lost or destroyed as a direct result of the performance of the employee’s duties. Payment will be made upon the presentation of evidence satisfactory to Director of EMS or their designee and will be within his/her discretion.

**SECTION D** ~~In addition to the normal work uniform, the Town will provide each employee a class A uniform to include:~~

**In addition to the normal work uniform, employees may purchase a dress uniform using their uniform allowance. The class A uniform is as follows:**

- |                         |                             |
|-------------------------|-----------------------------|
| One dress jacket        | Two uniform badges          |
| One pair of dress pants | One set of uniform insignia |
| One long sleeve shirt   | One pair of uniform shoes   |
| One dress belt          | One pair of gloves          |

~~The Town will purchase the uniforms at a rate of five (5) employees per year, beginning with supervisors and then proceeding in order of~~

~~seniority thereafter until all full-time employees have been issued a dress uniform.~~

~~For new hires starting after January 1, 2018, full-time employees shall be eligible for a Class A uniform following the second (2<sup>nd</sup>) anniversary of their date of hire. Part-time employees shall be eligible for a Class A uniform at the discretion of the Town Supervisor or his/her designee. For calendar year 2021, no class A uniforms will be issued.~~

## ARTICLE 16 SENIORITY

### SECTION A DEFINITION

1. Seniority shall be determined by the length of service within employment status (full or part-time) from the date of hire as an employee within the Guilderland EMS Department within said employment status. The Town shall maintain two (2) lists. One comprising the full-time employees and the other comprising the part-time employees. Full-time employees shall have seniority over part-time employees. The list(s) will be arranged by job titles as outlined under Article 6, Section I. Employees who change job titles (EMT to Paramedic or vice-versa) will be placed at the bottom of the seniority list for the new job title, unless the employee has previous service time in the prior title, for which the employee will be credited. However, salary and longevity shall be determined by total length of service with the Town.
2. Each employee shall be placed on a seniority list in order of their appropriate seniority date. This list shall be maintained and posted by the Employer at all times.
3. For the purpose of compensation, seniority in part-time employment shall be applicable to longevity and rate of pay.
4. When an employee is elevated from part-time to full-time status, the employee be given one-sixth (1/6) of a year credit for all service time in a part-time position (within job class), in addition to any prior full-time credits served in the same position. If a full-time employee transfers to a part-time position, the employee will be given credit for all years served in a full-time position. If a part-time employee becomes full-time, there will be no reduction in the hourly rate of pay. In the event that a part-time employee who was previously full-time returns to full-time status, the employee will be credited for prior time as a full-time employee, and likewise, an employee returning to a part-time position who was previously part-time, will be given credit for time previously served in a part-time position.

**ARTICLE 17  
WORK FORCE CHANGES**

**SECTION A LAY OFF AND NOTIFICATION**

1. In the event the Employer plans to lay-off employees for any reason, the Employer shall notify the Union at least sixty (60) days prior to the contemplated action. The Employer shall meet with the Union within fifteen (15) days of such notice to discuss the proposed action, its impact on the employees, the community, and the possibility of an alternative.
2. If a lay-off does take place, employees to be laid off will be given at least thirty (30) days written notice. The Union shall be forwarded the list of those employees being laid off on the same date that the notices to the affected employees are issued.
3. When such action takes place, it shall be accomplished by laying off first temporary employees, provisional second, probationary third, and then permanent employees in the inverse order of seniority within the effected job class. All laid off employees shall be placed on a recall list.
4. When the workforce is increased after a lay-off, employees will be recalled according to seniority as they appear on the lay-off list. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, the Union being notified at the same time. If an employee fails to report for work within twenty (20) days from the date of mailing of the notice of recall, he shall be considered a quit.
5. No new employee shall be hired until all employees on lay-off status desiring to return to work have been recalled.
6. There will be no layoffs of existing Guilderland EMS Bargaining Unit personnel employed by the Town prior to January 2011.

**SECTION B FILLING OF OPEN POSITION**

1. In the event that the Employer opens a position for hire, a notice of such opening or vacancy shall be posted on the department bulletin board for a period of ~~twenty-one (21)~~ **ten (10)** days, with written notification made to the Union representative. The notice shall contain a detailed description, the necessary requirements and qualifications needed.
2. Any qualified individual interested in the job opening may submit an application in writing to the Director of EMS or their designee during the ~~twenty-one (21)~~ **ten (10)** day period. Any application received after the bidding period shall be disqualified.
3. All part-time employees will have the opportunity to submit an application to ensure consideration and interview for potential hire. The employee shall, when submitting a bid, furnish a copy to the Union simultaneously.

**ARTICLE 18  
PHYSICAL AGILITY TESTING AND REQUIREMENTS**

**Physical Agility Test**

**The Town may require an employee to submit to a Physical Agility Test where one of the following conditions is met:**

- 1. Where serious injury to self, patient, or other employee, or deficit in patient care is found to be reasonably assumed to be caused by the employee's physical fitness where a similarly situated provider would not have caused similar injury or deficit. Determination of at-fault status must be determined by non-union EMS command staff.**

**\*Serious injury implies a loss of time for self or other employees or a DOH reportable event for injury to patient.**

**or:**

**The Town may require an employee to submit to a Physical Agility Test where two or more of the following conditions are met:**

- 1. A documented injury to any employee or patient, that was a suspected result of an employee's performance where, after an investigation, the employee's physical abilities are suspected to be the cause.**
- 2. Three (3) or more unrelated incidents (e.g.: different calls) in which unsolicited concerns are brought forth in writing by a supervisor, co-worker, a member of another agency, patient, or family members of a patient concerning the employee's physical abilities within a six (6) month period.**
- 3. Direct observation by non-union EMS command staff indicating a physical inability to perform the essential functions of the job with associated documentation.**

**or:**

**Illness or injury requiring the employee to miss at least six (6) months of work. The PAT will not be triggered due to a mental health-related leave of absence, pregnancy, or other leave not related to physical fitness. Provisional light duty will not preclude the employee from the PAT requirement.**

**Format:**

- 1. The Physical Agility Test shall consist of the Albany County Civil Service Emergency Medical Services Physical Agility Test appropriate to the employee's job title, hereafter PAT.**
- 2. The PAT shall be attended by the Director of EMS or their designee and a union representative.**
- 3. Once the PAT is successfully completed, no other PAT will be conducted based on prior triggering events.**
- 4. The employee in question shall be given at least one week's notice of the testing date and the test shall be outside of the employee's regularly scheduled hours and during regular Town business hours. Time spent attending the PAT shall be counted as hours worked.**

**Failure:**

**Failure of the PAT shall result in a meeting with the Director of EMS or their designee, the medical director or designee, and a union representative. This meeting will discuss the result of the PAT and the actions taken by management as a result. Remediation shall be determined through discussion between management and union representation based on severity of failure.**

**Compliance with Civil Service Law and procedures.**

**Nothing contained within this article shall be construed to replace, alter or diminish any right or privilege afforded under New York State Civil Service Law §71 et seq.**

**ARTICLE 48 19  
GRIEVANCE AND ARBITRATION**

**SECTION A GENERAL**

1. It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of this Agreement.
2. Should any dispute arise between the parties hereto as to the meaning of any provision or provisions of this Agreement, or its implementation, the dispute shall first be addressed by informal discussions between representatives of the unit and representatives of the Town. Each party shall designate which representatives shall attend the informal meeting.
3. There shall be established a joint labor management committee, the purpose of which will be to meet not less than twice a year, or as needed, in order to attempt to resolve any disputes which arise under this Agreement in the first instance.
4. Should the procedures for resolving a grievance herein above stated not result in mutually satisfactory resolution, then a formal grievance shall be

presented in writing within ten (10) working days of the last informal meeting held pursuant to paragraph.

## **SECTION B UNION STEWARDS AND REPRESENTATIVES**

At all times throughout the grievance process, the employee shall have the right to have a union steward or representative present to advise and counsel him or her.

## **SECTION C GRIEVANCE PROCEDURE**

**STEP 1:** Should the informal steps called for herein above be unsuccessful in resolving a grievance, the employee and/or the Union may initiate a formal grievance procedure by presenting, in writing, to the Town Supervisor or his/her designee, within ten (10) days after the last informal meeting as called for in paragraph 2. Such grievance will be presented in written form and shall state the facts upon which the grievance is based and specify which provisions of the Agreement have been allegedly violated and for which a remedy is sought. Within five (5) days of receiving the written grievance, the Town Supervisor or his/her designee shall issue a written response.

**STEP 2:** If after Step 1 the matter is still not resolved, then a meeting will be held between the unit and the Town, with the Town Supervisor or the Supervisor's designee in attendance within ten (10) work days. The Town Supervisor, or his designee, shall transmit to the Union his decision on the grievance, in writing, within five (5) work days after the meeting called for in Step 1 above concludes.

## **SECTION D ARBITRATION**

1. In the event all steps herein before called for are not satisfactory in resolving the grievance, the Union may, within ten (10) workdays from the date of the last step, file a demand for arbitration or mediation with the Public Employment Relations Board. A copy of the demand for arbitration shall be sent to the employer at the same time it is sent to the Public Employment Relations Board.
2. The request for arbitration or mediation shall contain the names of the employees involved, copies of the original grievance documents and any other written materials deemed necessary and appropriate for a fair resolution of the grievance.
3. The rules governing the Public Employment Relations Board relative or arbitration and mediation shall govern this phase of the grievance procedure.
4. The arbitrator or mediator selected by the Public Employment Relations Board shall have no power to add to, subtract from or modify the

provisions of this Agreement in arriving at a decision solely to the application and interpretation of this Agreement. The decision of the arbitrator, should arbitration ensue, shall be final and binding consistent with applicable law and this agreement. All fees and expenses of the arbitrator or mediator shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case.

## ARTICLE 19 20 DISCIPLINE

### SECTION A EXERCISE OF RIGHTS

1. All employees shall be considered permanent upon the completion of ~~twenty-six (26) weeks of service.~~ ***the probationary period. The term of the probationary period shall be in accordance with applicable civil service law. For Employees hired prior to January 1, 2024, the term of the probationary period shall be twenty-six (26) weeks.***
2. Prior to the implementation of any proposed disciplinary action, including dismissal, permanent employees shall be given written charges and specification to the alleged incidents leading to the disciplinary charge.
3. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without first having an opportunity to have a Union representative or shop steward present.
4. In the first instance, except in cases where it is determined that an employee's continued presence on the job would constitute a health or safety problem, all disciplinary matters shall be attempted to be resolved between the employee and the Town on an informal basis.
5. Any matter which, in the judgement of the Town Supervisor or his/her designee warrants discipline, and which, in the judgment of the Town Supervisor or his/her designee does not immediately constitute a health or safety problem, shall begin with Director of EMS or their designee speaking informally with the employee to discuss the subject matter of the discipline with a view towards resolving it by mutual agreement on an informal basis.
6. If in the judgement of the Town Supervisor or his/her designee the informal resolution of discipline outlined above is unsatisfactory or informal discipline is not adequate, then the employee shall be given formal written notice of the specific disciplinary matter he or she is being charged with.
7. Upon receipt of the formal written disciplinary notice called for in paragraph 6, the employee may first request an informal meeting with the Town Supervisor or his/her designee to discuss the matter. At that

time, the parties can enter into a formal, written resolution of the disciplinary matter mutually satisfactory and agreeable to the parties.

- 8. If the formal disciplinary matter as called for in paragraph 7 does not result in a formal agreement of resolution, then disciplinary matter will proceed as called for under the Civil Service Laws set forth in the Civil Service Law of the State of New York and Section 75 and 76 there under.

**ARTICLE 20 21  
INDEMNIFICATION**

**SECTION A JUDGMENTS**

- 1. The Town shall indemnify and save harmless any employee covered by this Agreement in the amount of any judgment obtained against such employee in any action arising out of any negligent act or tort committed in the performance of the employee's duties and within the scope of his/her employment, as well as any action arising out of any act or omission covered under the professional liability insurance policy(ies) maintained by the Town and in force as of the date of said act or omission.
- 2. A copy of all relevant liability policies shall be made readily available to the Union.

**SECTION B**

- 1. The Town shall additionally provide for the legal defense of any employee covered under this Agreement in any action arising out of any of the circumstances described in Paragraph 1 above.
- 2. An employee served with any summons, process, notice, demand, pleading, or claim shall deliver such documents to the Town Supervisor or his/her designee within five (5) work days from the date of being served. In addition, such employee must cooperate with the Town's Legal Counsel in all respects with regard to the litigation, including responding promptly to letters, appearing for interviews, hearings and examinations as may be requested by the Town's Counsel or its retained Counsel.

**ARTICLE ~~21~~ 22  
SAFETY COMMITTEE AND PRACTICES**

**SECTION A COMPOSITION OF COMMITTEE**

There shall be a Safety Committee consisting of the Town Supervisor or his/her designee and two (2) bargaining unit employees. The Committee shall meet as necessary to discuss matters concerning job-related safety. A Committee member requesting the Committee to meet shall,

at least one (1) week before a meeting occurs, submit an agenda of items to be discussed. In addition to the above, the Committee shall also address vehicle safety. A Union staff representative may participate in a Safety Committee meeting.

**ARTICLE 22 23  
JOINT LABOR/MANAGEMENT COMMITTEE**

**SECTION A RESPONSIBILITIES AND COMPENSATION**

1. To facilitate communications and understandings between the Parties and to promote a climate conducive to constructive employee relations, a Joint Labor/Management Committee is established. Each party shall designate not more than two (2) persons for each meeting of the Committee. The Committee shall meet as necessary and either party may request a meeting.
2. A written agenda will be submitted with the request one (1) week in advance of such Committee meetings. If a need for an emergency meeting arises, the parties shall meet as soon as possible.
3. Labor/Management Committee meetings shall be conducted in good faith. The Committee shall have no power to contravene any provisions of this Agreement. The Committee will not be an extension of or substitute for the formal grievance procedure or collective bargaining.
4. It is intended that the subject matter of these meetings will be constructive to enhance communications and understandings with fewer issues having to be considered in the grievance procedure.
5. Employees acting on behalf of the Union shall suffer no loss of time or pay for time spent in such meetings. Staff representatives of the Union may render assistance to the Committee as necessary to fulfill the objectives of this Article and may participate in all such meetings.

**ARTICLE 23 24  
DEPARTMENTAL RULES & REGULATIONS**

**SECTION A** The Employer shall provide a comprehensive up to date policy and procedures mutual to each employee. Any changes to said document shall be in writing.

**SECTION B** The Employer agrees that all current departmental rules and regulations, and any proposed changes in such rules and regulations may properly be the subject of discussion in the Joint Labor/Management Committee established under Article 22 herein.

**ARTICLE 24 25  
GENERAL PROVISIONS**

**SECTION A PARKING FACILITIES**

The Employer shall provide appropriate parking facilities for employees' personal automobiles and for paramedic vehicle.

**SECTION B STAFFING**

Emergency medical services coverage shall exist twenty-four (24) hours per day seven (7) days a week unless otherwise deemed unnecessary by the Town Supervisor or his/her designee. Overtime shall be utilized when necessary to maintain such coverage.

**SECTION C MINIMUM STAFFING REQUIREMENTS**

1. The staffing requirements as deemed necessary by the Director of EMS for Emergency Medical Services coverage over the course of usual business, shall not be interrupted. All vacant shifts will be filled by a bargaining unit employee. Overtime shall be utilized when necessary to maintain coverage.
2. Staffing will be provided by employees as established by the terms of this Agreement.

**SECTION D TRAINING EXPENSES**

The Employer shall be responsible for the following expenses while an employee is attending mandated training as noted in Article 14 or on official business, that has had prior approval by, Director of EMS or their designee out of the Capital District (Capital District is defined as Albany, Schenectady and Rensselaer Counties) for the Town of Guilderland.

- Mileage: if using personal vehicle, shall be paid at the Town wide established rate, or transportation will be furnished by the Employer.
- Meals: shall be reimbursed up to a maximum of thirty dollars (\$30) per day, or reasonable and customary.
- Lodging: (when necessary) shall be reimbursed for reasonable and customary rates for the locality in which the training takes place.

**SECTION E SAFETY PROTECTION**

The Employer shall maintain accurate, relevant, timely and confidential health data on the health and welfare of the employees. The Employer

shall offer yearly medical screening to all employees, inclusive of current policies and procedures utilized by other health care professionals (hospital employees) and as established by OSHA and CDC guidelines. Employer will also supply all safety equipment and supplies related to performing the employee's job. This will include equipment recommended by established regulatory agencies.

**SECTION F PSYCHOLOGICAL COUNSELING**

The Town will continue to provide an EAP program to employees.

**SECTION G** Within seven (7) days of an issue or occurrence involving a termination, resignation, vacancy, disciplinary action or policy change, the Town will give written notice to the Union.

**ARTICLE 26 26  
SAVINGS CLAUSE**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision.

**ARTICLE 26-27  
EXPIRATION AND MODIFICATION**

**SECTION A TERM AND MODIFICATION**

1. This Agreement shall become effective when duly signed by authorized representatives of respective parties. The Agreement shall apply from January 1, 2024~~24~~ through December 31, 2023~~26~~.
2. No provision of this Agreement may be modified, amended, or otherwise abrogated except by mutual agreement of the parties in writing.

**ARTICLE 27 28  
DURATION**

This agreement shall become effective when duly signed by authorized representatives of respective parties. This agreement shall apply from January 1, 2024~~24~~ through December 31, 2023~~26~~.

**TOWN OF GUILDERLAND**

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

\_\_\_\_\_  
Peter Barber  
Supervisor, Town of Guilderland

\_\_\_\_\_  
Kevin E. Boyle, Jr., President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jay Tyler, Director of EMS

\_\_\_\_\_  
Gary M. Hickey, Executive Vice  
President/Regional Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel T. Schuttig, Labor Relations  
Representative

\_\_\_\_\_  
Date

**Negotiating Committee:**

\_\_\_\_\_  
David Spangler

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alex Downey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Austin

\_\_\_\_\_  
Date

APPENDIX "A"

CDPHP® HMO Plan Benefit Summary



Plan Code: HA47L21 (Pending DFS Approval)  
 Group ID: 10008401  
 Presented For: Town of Guilderland  
 Date Prepared: 9/11/2020  
 Effective Date: 01/01/2021

| In-Network  |  |
|---|--|
| <b>Cost Sharing Information</b>   | <b>N/A Single / N/A Family</b>                   |
| Deductible  | \$8,550 Single / \$17,100 Family (Embedded)      |
| Out of Pocket Maximum   |  |
| <b>Office Visits</b>  | <b>\$25 Copayment</b>                            |
| PCP   | \$25 Copayment                                   |
| Live Video Doctor Visits (24/7 Sick Visits, Behavioral Health, Telenutrition)   | \$40 Copayment                                   |
| Specialist  |  |
| <b>Preventive and Well Care Services*</b>   | <b>Covered in full</b>                           |
| Well Baby and Child Care including immunizations  | Covered in full                                  |
| Annual Adult Exam (One exam per plan year regardless if 365 days have passed)   | Covered in full                                  |
| Mammography   | Covered in full                                  |
| Annual Pap Test and Ob/Gyn Exam   | Covered in full                                  |
| Prostate Cancer Screening   | Covered in full                                  |
| Bone Density Tests  |  |
| *Cost sharing may apply to diagnostic care  |  |
| <b>Hospital Services</b>  |  |
| Inpatient Hospital (semi-private room, anesthesia, X-Ray, lab tests, etc)   | \$240 Copayment                                  |
| Outpatient Surgery  | \$75 Copayment                                   |
| <b>Maternity Services*</b>  | <b>Covered in Full*</b>                          |
| Maternity - Routine Prenatal Care and Postnatal Care  | \$240 Copayment                                  |
| Maternity - Inpatient Hospital Services   | Covered in full                                  |
| Newborn Nursery   |  |
| *(Non-routine services may result in an additional cost share)  |  |
| <b>Emergency Care</b>   | <b>\$100 Copayment</b>                           |
| Worldwide Emergency Room Care (waived if admitted inpatient)  | \$100 Copayment                                  |
| Ambulance   |  |
| Urgent Care   | \$35 Copayment                                   |
| Nonparticipating urgent care facility services within the CDPHP service area are not covered                          |  |
| <b>Diagnostic Testing*</b>  |  |
| Outpatient Hospital or Office Based Laboratory Services:<br>* Copayment waived if provider is a preferred laboratory. | \$40 Copayment                                   |
| Outpatient Hospital or Office Based Radiology Services:<br>* Copayment waived if provider is a preferred center.      | \$40 Copayment                                   |
| <b>Behavioral Health Services</b>   | <b>\$240 Copayment</b>                           |
| Mental Health/Substance Use Inpatient Services  | \$25 Copayment                                   |
| Mental Health/Substance Use Outpatient Services   |  |
| *(Up to 20 visits per plan year may be used for substance use family counseling.)                                     |  |
| <b>Condition Support Services</b>   |  |
| Outpatient Rehabilitation - Physical Therapy  | \$40 Copayment<br>(30 visits per benefit period) |
| Outpatient Rehabilitation - Speech Therapy  | \$40 Copayment<br>(20 visits per benefit period) |
| Outpatient Rehabilitation - Occupational Therapy  | \$40 Copayment<br>(30 visits per benefit period) |
| Home Health Care  | Covered in full                                  |

## CDPHP<sup>®</sup> HMO Plan Benefit Summary



Plan Code: HA47L21 (Pending DFS Approval)  
 Group ID: 10008401  
 Presented For: Town of Guilderland  
 Date Prepared: 9/11/2020  
 Effective Date: 01/01/2021

|  | In-Network   |
|--|--|
| Skilled Nursing Facility   | \$240 Copayment<br>(45 day limit)  |
| Chemotherapy/Radiation Therapy visit   | \$25 Copayment   |
| Prosthetic Appliances and Durable Medical Equipment  | 50% Coinsurance  |
| Diabetic Services<br>Includes insulin, oral medication, needles and syringes - up to a 30 day supply, Glucometers and Diabetic DME. Insulin is limited to \$100 out of pocket per 30 day supply. | \$25 Copayment   |
| Vision Services  | Up to a maximum of \$750 reimbursement for eligible eye surgeries and consultations per lifetime   |
| Laser Eye Surgery  |  |
| Wellness Care  | Up to a \$75 reimbursement available for participation in a weight loss program  |
| Weight Management  | Up to \$200 reimbursement per 50 visits for subscriber (max \$400 reimbursement per year) and \$100 reimbursement per 50 visits for covered dependent (max \$200 reimbursement per year) |
| Fitness Reimbursement  | Up to \$75 reimbursement available for completion of child birthing class  |
| Child Birthing Classes   | Participating (Up to \$180 Life Points per contract per calendar year)   |
| CareWell Participation   | \$40 Copayment   |
| Acupuncture (10 visit limit per plan year for acupuncture services)  | \$40 Copayment   |
| Nutritional Counseling   | \$40 Copayment   |
| Chiropractic Benefits  | \$40 Copayment   |

*This Summary of Benefits is intended to provide a general outline of coverage. In the event of any conflict between this document and the member's Certificate and any applicable Rider(s) issued by CDPHP, the Certificate and Rider(s) will be the controlling documents.*

*CDPHP gives you access to more than 12,000 participating practitioners and providers, including most of the local hospitals, and a variety of value-added services to help you and your family stay healthy. If you have a question or wish to receive additional information, please contact the CDPHP marketing department at (518) 641-5000 or 1-800-893-7299 or visit our Web site at [www.cdphp.com](http://www.cdphp.com).*

*Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc.<sup>®</sup> (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP. Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc.<sup>®</sup> (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP.*

## CDPHP<sup>®</sup> HMO Plan Benefit Summary



Plan Code: HA47L21 (Pending DFS Approval)  
 Group ID: 1000401  
 Presented For: Town of Guilderland  
 Date Prepared: 9/11/2020  
 Effective Date: 01/01/2021

Your employer has chosen the following rider(s) to modify the Plan under which you would be covered as a CDPHP Member.

**Medicare Split Family Rider**

Rider Name ELGMC  
 Description Medicare Split Family Rider

**Pharmacy Coverage**

Rider Name HMRXL70A21  
 Retail Prescription Drugs (30 Day Supply)  
 Tier 1 Drugs \$10  
 Tier 2 Drugs \$40  
 Tier 3 Drugs \$70  
 Specialty Drugs \$70

Description Prescription drug benefit as follows, \$250 deductible then \$10 copayment for 30-day supply of covered Tier 1 drugs. \$40 copayment for 30-day supply of covered Tier 2 drugs. \$70 copayment for 30-day supply of Tier 3 drugs. Mail order, 2.0 copayments for a 90-day supply. Prescriptions must be written by a duly licensed health care provider and filled at a participating pharmacy, unless otherwise authorized in advance by CDPHP. Specialty drugs are not eligible for the mail order program and require preauthorization to be obtained through CDPHP's participating specialty vendors. The Prescription drugs are not subject to the plan deductible, if applicable. The Deductible does not apply to Tier 1 and Mail order drugs.

**Surviving Spouse**

Rider Name ELG17  
 Description Extends eligibility for surviving spouse and dependents upon the death of the subscriber.

APPENDIX "B"



PETER G. BARBER  
SUPERVISOR

DONALD M. DOYNOW, MD  
MEDICAL DIRECTOR

RE: 2018 Emergency Medical Technician (EMT) Pay Matrix

1. Initial New York State (NYS) Certification (1-3 years) = \$16.00/hr
2. First NYS recertification (3-6 years) = \$16.50/hr.
3. Second NYS recertification (6-9 years) = \$17.00/hr
4. Third NYS recertification (9-12 years) = \$17.50/hr.
5. Fourth NYS recertification (12-15 years) = \$18.00/hr.
6. Fifth NYS recertification (15-18 years) = \$18.50/hr.
7. Sixth NYS recertification (18- 21 years) = \$19.00/hr.
8. Seventh NYS recertification (21-24 years) = \$19.50/hr.
9. Eighth NYS recertification (24-27 years) = \$20.00/hr.

Additional Certifications:

1. American Heart Association (AHA) instructor = \$.025/hr
2. Certified Instructor Coordinator (CIC) = \$.050/hr
3. Paramedic or Registered Nurse = \$1.00/hr

*Approved 8/2/18  
Board mtg*

APPENDIX "C"

UPSEU Salary Chart

| 2024                                |           |       |
|-------------------------------------|-----------|-------|
| Sr. Paramedic Spvr<br>(Bonnie-Jean) |           |       |
| 2023                                | 87,867.20 | 42.24 |
| 2024 @ 2.5%                         | 90,063.88 | 43.30 |

| 2025 @ 2.5%                         |           |       |
|-------------------------------------|-----------|-------|
| Sr. Paramedic Spvr<br>(Bonnie-Jean) |           |       |
| 2025 @ 2.5%                         | 92,315.48 | 44.38 |

| 2026 @ 2.5%                         |           |       |
|-------------------------------------|-----------|-------|
| Sr. Paramedic Spvr<br>(Bonnie-Jean) |           |       |
| 2026 @ 2.5%                         | 94,623.36 | 45.49 |

| Paramedic Supervisor Wages<br>Full Time |        |            |
|---|--------|------------|
|   | Salary | Hrly Equiv |
| NEW HIRE                                | 59,155 | 31.60      |
| After 1 year                            | 61,521 | 32.86      |
| After 2 years                           | 62,263 | 33.26      |
| After 3 years                           | 64,097 | 34.24      |
| After 4 years                           | 66,661 | 35.61      |
| After 5 years                           | 67,448 | 36.03      |
| After 6 years                           | 68,257 | 36.46      |
| After 7 years                           | 70,986 | 37.92      |
| After 8 years                           | 73,080 | 39.04      |
| After 9 years                           | 75,741 | 40.46      |
| After 10 years                          | 80,440 | 42.97      |

| Paramedic Supervisor Wages<br>Full Time |        |            |
|---|--------|------------|
|   | Salary | Hrly Equiv |
| NEW HIRE                                | 60,634 | 32.39      |
| After 1 year                            | 63,059 | 33.69      |
| After 2 years                           | 63,820 | 34.09      |
| After 3 years                           | 65,699 | 35.10      |
| After 4 years                           | 68,328 | 36.50      |
| After 5 years                           | 69,134 | 36.93      |
| After 6 years                           | 69,963 | 37.37      |
| After 7 years                           | 72,761 | 38.87      |
| After 8 years                           | 74,907 | 40.01      |
| After 9 years                           | 77,635 | 41.47      |
| After 10 years                          | 82,451 | 44.04      |

| Paramedic Supervisor Wages<br>Full Time |        |            |
|---|--------|------------|
|   | Salary | Hrly Equiv |
| NEW HIRE                                | 62,150 | 33.20      |
| After 1 year                            | 64,636 | 34.53      |
| After 2 years                           | 65,415 | 34.94      |
| After 3 years                           | 67,342 | 35.97      |
| After 4 years                           | 70,036 | 37.41      |
| After 5 years                           | 70,863 | 37.85      |
| After 6 years                           | 71,713 | 38.31      |
| After 7 years                           | 74,580 | 39.84      |
| After 8 years                           | 76,780 | 41.01      |
| After 9 years                           | 79,575 | 42.51      |
| After 10 years                          | 84,512 | 45.15      |

| Paramedic Wages |                     |                      |
|-----------------|---------------------|----------------------|
|                 | Full Time<br>Salary | PT / Hourly<br>Equiv |
| NEW HIRE        | 56,160              | 30.00                |
| After 1 year    | 58,407              | 31.20                |
| After 2 years   | 59,100              | 31.57                |
| After 3 years   | 60,859              | 32.51                |
| After 4 years   | 63,293              | 33.81                |
| After 5 years   | 64,060              | 34.22                |
| After 6 years   | 64,828              | 34.63                |
| After 7 years   | 67,430              | 36.02                |
| After 8 years   | 69,414              | 37.08                |
| After 9 years   | 71,941              | 38.43                |
| After 10 years  | 76,528              | 40.88                |

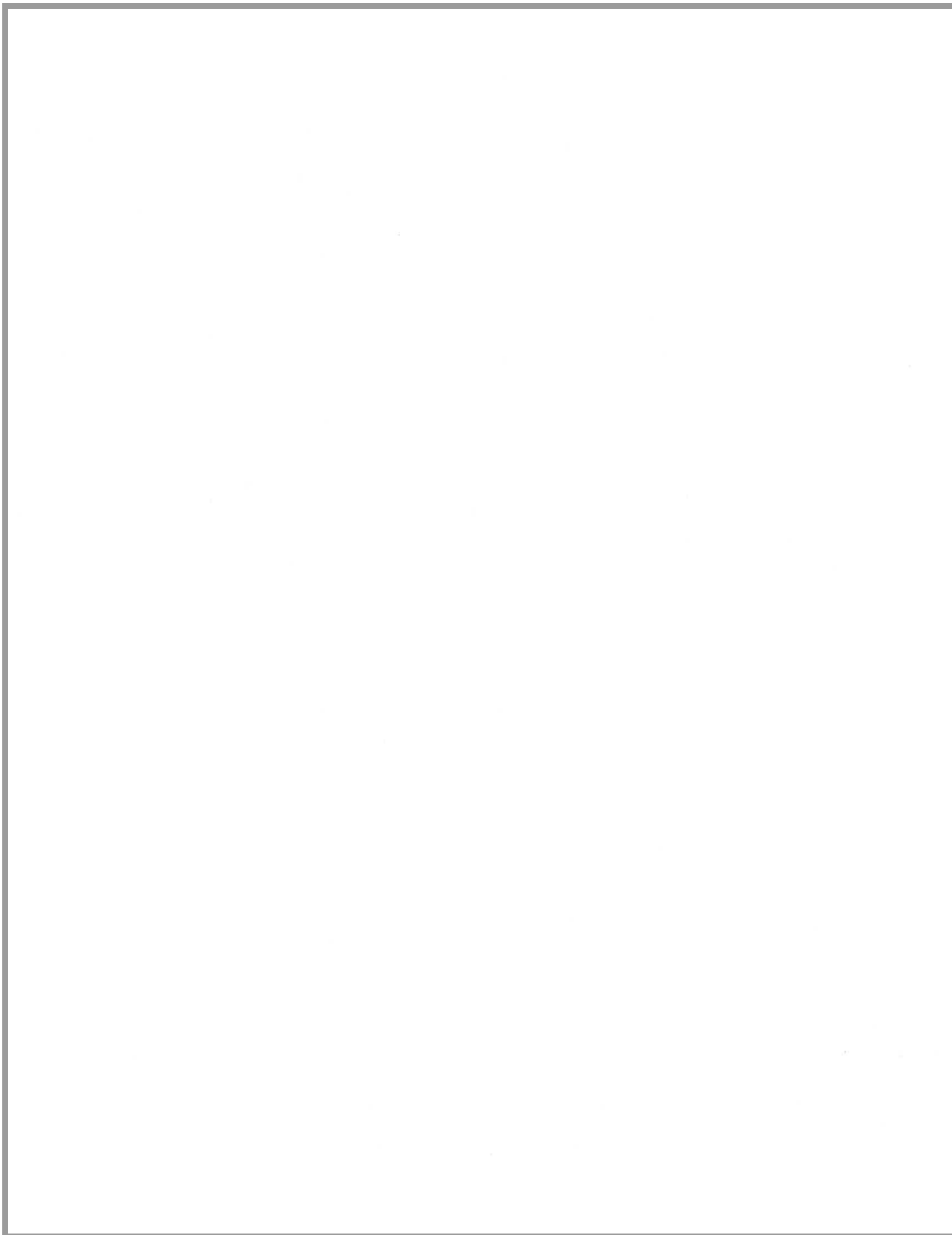
| Paramedic Wages |                     |                      |
|-----------------|---------------------|----------------------|
|                 | Full Time<br>Salary | PT / Hourly<br>Equiv |
| NEW HIRE        | 57,564              | 30.75                |
| After 1 year    | 59,867              | 31.98                |
| After 2 years   | 60,578              | 32.36                |
| After 3 years   | 62,380              | 33.32                |
| After 4 years   | 64,875              | 34.66                |
| After 5 years   | 65,662              | 35.08                |
| After 6 years   | 66,449              | 35.50                |
| After 7 years   | 69,116              | 36.92                |
| After 8 years   | 71,149              | 38.01                |
| After 9 years   | 73,740              | 39.39                |
| After 10 years  | 78,441              | 41.90                |

| Paramedic Wages |                     |                      |
|-----------------|---------------------|----------------------|
|                 | Full Time<br>Salary | PT / Hourly<br>Equiv |
| NEW HIRE        | 59,003              | 31.52                |
| After 1 year    | 61,364              | 32.78                |
| After 2 years   | 62,092              | 33.17                |
| After 3 years   | 63,940              | 34.16                |
| After 4 years   | 66,497              | 35.52                |
| After 5 years   | 67,303              | 35.95                |
| After 6 years   | 68,110              | 36.38                |
| After 7 years   | 70,844              | 37.84                |
| After 8 years   | 72,928              | 38.96                |
| After 9 years   | 75,583              | 40.38                |
| After 10 years  | 80,402              | 42.95                |

| EMT Wages      |                     |                      |
|----------------|---------------------|----------------------|
|                | Full Time<br>Salary | PT / Hourly<br>Equiv |
| NEW HIRE       | 43,056              | 23.00                |
| After 1 year   | 44,779              | 23.92                |
| After 2 years  | 45,322              | 24.21                |
| After 3 years  | 46,669              | 24.93                |
| After 4 years  | 48,541              | 25.93                |
| After 5 years  | 49,140              | 26.25                |
| After 6 years  | 49,740              | 26.57                |
| After 7 years  | 51,743              | 27.64                |
| After 8 years  | 53,278              | 28.46                |
| After 9 years  | 55,224              | 29.50                |
| After 10 years | 56,160              | 30.00                |

| EMT Wages      |                     |                      |
|----------------|---------------------|----------------------|
|                | Full Time<br>Salary | PT / Hourly<br>Equiv |
| NEW HIRE       | 44,132              | 23.58                |
| After 1 year   | 45,898              | 24.52                |
| After 2 years  | 46,455              | 24.82                |
| After 3 years  | 47,836              | 25.55                |
| After 4 years  | 49,755              | 26.58                |
| After 5 years  | 50,369              | 26.91                |
| After 6 years  | 50,984              | 27.23                |
| After 7 years  | 53,037              | 28.33                |
| After 8 years  | 54,610              | 29.17                |
| After 9 years  | 56,605              | 30.24                |
| After 10 years | 57,564              | 30.75                |

| EMT Wages      |                     |                      |
|----------------|---------------------|----------------------|
|                | Full Time<br>Salary | PT / Hourly<br>Equiv |
| NEW HIRE       | 45,236              | 24.16                |
| After 1 year   | 47,046              | 25.13                |
| After 2 years  | 47,616              | 25.44                |
| After 3 years  | 49,032              | 26.19                |
| After 4 years  | 50,998              | 27.24                |
| After 5 years  | 51,628              | 27.58                |
| After 6 years  | 52,258              | 27.92                |
| After 7 years  | 54,362              | 29.04                |
| After 8 years  | 55,975              | 29.90                |
| After 9 years  | 58,020              | 30.99                |
| After 10 years | 59,003              | 31.52                |

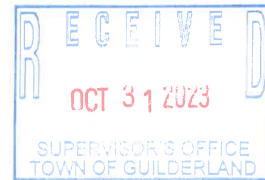


AGENDA ITEM #2

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

INTER-OFFICE MEMORANDUM

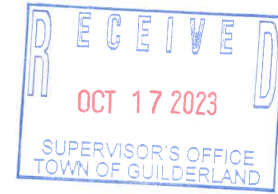
TO: Peter G. Barber, Town Supervisor and Board Members  
FROM: Kaitlyn Craig, Personnel Assistant  
DATE: October 31, 2023  
RE: Town Board Agenda item(s)



---

Please consider the permanent appointment of Jasmine Henry as recommended by the interview committee and the Chief Building and Zoning Inspector for the position of Keyboard Specialist in the Building & Zoning Department. Jasmine is reachable on the current ACS Certified list. This position is filling a vacancy in the department. Starting salary as per the Collective Bargaining Agreement.

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: October 16, 2023  
RE: Town Board Agenda item(s)

---

Please consider the provisional appointments of Amber Mansfield as a full-time and Karen Crouse as a part-time Recreation Administrative Assistant in the Parks and Recreation Department as recommended by the interview committee and the Director of Parks and Recreation (see attached memo). These positions are filling vacancies in the department.

## Memorandum

**To:** Peter Barber, Town Supervisor  
Town Board

**CC:** Kaitlyn Craig, Personnel Assistant

**From:** Colin J. Gallup, Director of Parks & Recreation

**Date:** 10/13/23

**Re:** Recreation Administrative Assistant

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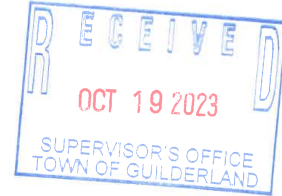
**Please consider the Provisional Appointment of Amber Mansfield for the full time position of Recreation Administrative Assistant in the Parks and Recreation Department.**

**Please consider the Provisional Appointment of Karen Crouse for the part time position of Recreation Administrative Assistant in the Parks and Recreation Department.**

Very Respectfully,

  
Colin J. Gallup  
Director, Parks and Recreation

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: October 19, 2023  
RE: Town Board Agenda item(s)

---

Please consider the provisional appointment of Kristina Montgomery as recommended by the interview committee for the position of Assistant Coordinator of Senior Citizens' Services in the Seniors Department. This position is filling a vacancy due to a retirement. Starting salary as per the Collective Bargaining Agreement.

AGENDA ITEM #3

# Town of Guilderland

DEPARTMENT OF WATER AND WASTEWATER

6011 STATE FARM RD.

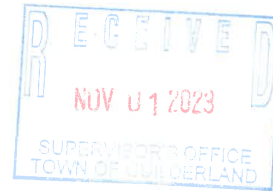
GUILDERLAND, N.Y. 12084

PETER G. BARBER  
SUPERVISOR

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

LYNNE BUCHANAN  
TOWN CLERK

WILLIAM BREMIGEN  
SUPERINTENDENT



**To:** Lynne Buchanan  
Receiver of Taxes

**From:** Kim Edick  
Senior Utility Billing Clerk

**Regarding:** Collector's Warrant

**Date:** November 1, 2023

Attached please find the original Collector's Warrant dated November 1, 2023 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, 2023 through September 30, 2023. If you have any questions or concerns, please do not hesitate to contact me.

**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 \$ 731,182.97 as and for Water Charges for the use of water for the periods Commencing as follows: **April 1, 2023 through September 30, 2023.**

**CYCLE 52**

**TO BE COLLECTED        \$ 731,182.97**

**DATED: November 1, 2023**

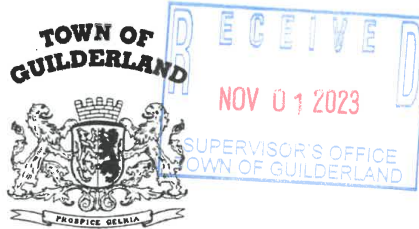
**ATTESTED:**

\_\_\_\_\_  
**Town Clerk**

\_\_\_\_\_  
**Supervisor**

# Guilderland Transfer Station

AGENDA ITEM #4



Peter G. Barber  
Supervisor

David Corey  
Foreman

11/1/2023

Supervisor Peter G. Barber  
Town Board Members,

I am requesting permission to raise the current price for demolition at the Transfer Station from \$135.00 a ton to \$140.00 a ton. This increase is necessary to offset the cost of disposal at the Colonie Landfill.

I would like the price increase to start January first 2024. This will give us ample time to advertise the increase..

Respectfully Submitted

David Corey

AGENDA ITEM #5

**Memorandum**

**TO:** TOWN SUPERVISOR, TOWN BOARD MEMBERS  
**CC:** TOWN COMPTROLLER

**FROM:** FISCAL OFFICER

**SUBJECT:** BUDGET MODIFICATIONS

**DATE:** TOWN OF GUILDERLAND BOARD MEETING  
 NOVEMBER 9, 2023

- 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 2023 adopted budget.

| Department  | Object                    | Code     | Increase/<br>(Decrease) |
|---|---------------------------|----------|-------------------------|
| <b>1</b> <i>To release the Lone Pine 7 Dedication escrow account and amend the budget per the attached request by the Highway Superintendent.</i> |                           |          |                         |
| Highway- General Repairs  | Contractual               | DB5110.4 | 117,129.98              |
| Highway Fund Revenue  | Other General Dept Income | DB1289   | 117,129.98              |
| <b>2</b> <i>To transfer funds per the attached request by the Highway Superintendent.</i>   |                           |          |                         |
| Highway- Signs and Signals  | Contractual               | B3310.4  | (44,708.76)             |
| Highway- Signs and Signals  | Contractual               | B3310.4  | 20,000.00               |
| Highway- Air Pollution  | Contractual               | B4060.4  | 5,708.76                |
| Highway- Air Pollution  | Contractual               | B4060.4  | 19,000.00               |
| <b>3</b> <i>To amend the budget per the attached request by the Director of EMS</i>   |                           |          |                         |
| General Fund Revenue (A)  | State Aid                 | A3401    | 50,000.00               |
| General Fund Revenue (A)  | Sales Tax                 | A1120    | 12,000.00               |
| EMS   | Equip & Cap Outlay        | A3121.2  | 62,000.00               |
| <b>4</b> <i>To transfer funds per the attached request by the Director of Parks and Recreation</i>  |                           |          |                         |
| Pool  | Contractual               | A7180.4  | (1,000.00)              |
| Pool  | Contractual               | A7180.4  | (1,821.00)              |
| Pool  | Personal Services         | A7180.1  | 2,821.00                |



Peter G. Barber  
Town Supervisor

Gregory J. Wier  
Highway Superintendent

TOWN OF GUILDERLAND  
HIGHWAY DEPARTMENT  
6338 FRENCH'S MILL RD.  
ALTAMONT, N.Y. 12009

10/12/2023  
Re: Lone Pine 7 Subdivision

To:  
Jessica Gulliksen  
Town of Guilderland Fiscal Officer

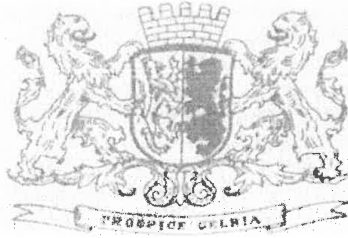
I am requesting that \$117,129.98 be released from the escrow account TG9454 Lone Pine 7 Dedication for the costs incurred by the Guilderland Highway Department. The Guilderland Highway Department installed the final top course of Asphalt on Danielle Dr, Jaclyn Dr, Penney Lane, Timothy Lane & Dibella Dr completing the developer's responsibility for road infrastructure.

Attached are the documents providing proof that the work was completed and the cost incurred by the department.

I would like to have the \$117,129.98 be returned back in to the Highway Fund line DB 5110.604401

Respectfully Submitted

Gregory J. Wier  
Highway Superintendent



Peter G. Barber  
Town Supervisor

Gregory J. Wier  
Highway Superintendent

TOWN OF GUILDERLAND  
HIGHWAY DEPARTMENT  
P.O. BOX 162  
6338 FRENCH'S MILL RD.  
GUILDERLAND CENTER, NY. 12085

To:  
Jessica Gulliksen

11/6/2023

Re: Transfer Request

Please make the following adjustments to the Highway Department budget lines. If any of the transfers need town board approval, please have them added to the next Town Board agenda.

**Move from B3310.604414 \$44,708.76 This will zero out this line.**

**Transfer to:**  
**B3310.604400 - \$20,000.00**  
**B4060.604110 - \$5,708.76**  
**B4060.604400 - \$19,000.00**

Respectfully Submitted

Gregory J. Wier



**PETER BARBER**  
SUPERVISOR

**DONALD DOYNOW, MD**  
MEDICAL DIRECTOR

## Memorandum

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To: Jessica Gulliksen, Fiscal Officer  
From: Jay Tyler, Director of EMS  
Date: 10/25/2023  
RE: Legislative Member Item Award – Transfer of funds

Please accept this memo as my request to transfer funds from the Town's general fund in the amount of \$50,000.00, which has been granted through a Legislative Member Item Award.

These funds are intended for the equipment and upfitting of the much-needed, newly acquired ambulance (5685). In conjunction with this acquisition, an additional allocation of \$12,000.00 is also requested to cover the additional expenses related to patient care equipment.

The acquisition and upfit of this ambulance is crucial to ensuring the safety and well-being of our community members. It will significantly enhance our ability to respond promptly to emergencies, ultimately saving lives and serving the Town more effectively.

To help move this initiative forward smoothly, I would appreciate your timely attention to this matter. If there are any further steps or documents needed from my end, please don't hesitate to let me know. Thank you!

Thank you for your continued support of the Town's emergency services. I look forward to your positive response to this request.

# Memorandum

**To:** Darci Efaw, Comptroller and Jessica Guliksen, Fiscal Officer  
**From:** CJ Gallup, Director of Parks and Recreation  
**Date:** 10/13/2023  
**Re:** Transfer of Funds - Pool

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Consider authorizing the following budget transfer:

- Transfer \$1,000.00 from Building Repairs Line A7180-604102 and \$1,821.00 from Pool Chemicals Line A7180-604601 to...
- Personal Services Line A7180-601000 for a total of \$2,821.00

Thank you for your consideration.

Very Respectfully



Colin J. Gallup

Director of Parks and Recreation



**PETER G. BARBER**  
SUPERVISOR

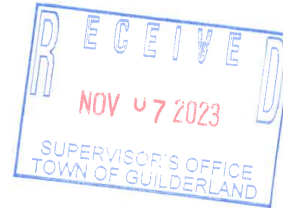
**DANIEL P. McNALLY**  
CHIEF OF POLICE

To: Supervisor Peter Barber  
Town Board Members

From: Chief Daniel P. McNally *DPM*

Date: 11/3/2023

Subject: Sergeant Promotion  
New Officer Hiring



On October 17, 2023 the Guilderland Police Hiring and Promotional Review Board consisting of Supervisor Peter Barber, Councilwoman Rosemary Centi, Chief Dan McNally, Captain Eric Batchelder, Lt Joe DeVoe, F/Sgt Tom Funk, and Officer Tylor Stevens (PBA) met to interview five Police Officer candidates for the position of Sergeant within the Guilderland Police Department. I concur with the findings and recommendation of the review board and recommend Officer Nicholas Jaeger be promoted to the rank of Sergeant. This appointment will fill the fifth Sergeant position that was approved in the 2023 budget.

On September 26, 2023 and October 6, 2023, the Guilderland Police Hiring and Promotional Review Board consisting of Chief Dan McNally, Captain Eric Batchelder, Lt Joe DeVoe, Sgt Todd Roberts, Officer Tylor Stevens (PBA), and Darci Efaw (HR) met to interview candidates to fill three open positions within the Guilderland Police Department. Two of the openings were due to retirements, and one was for the open position created by the promotion of the fifth Sergeant. I concur with the recommendations provided by the review board and would like your consideration hiring Joshua Lyons, Matthew Lyons, and Matthew Romano to the position of Police Officer.

With your approval of the recommendations listed above, we will have a swearing in ceremony for Sergeant Jaeger and Officers Joshua Lyons, Matthew Lyons and Matthew Romano on November 27, 2023. Thank you again for your unwavering support of the Guilderland Police Department.

**To:** Supervisor Barber, Town Board Members  
**From:** Donald Csaposs  
**Date:** November 8, 2023  
**Re:** 2023 TAP/CMAQ Applications

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The Town is in the process of preparing applications for grant funding under the TAP (Transportation Alternative Program)/CMAQ(Congestion Mitigation and Air Quality) initiative administered by NY State DOT.

This program has always been competitive, but an increase in the awareness of local governments of the importance of multi-modal transportation formats as a result of the impact of the pandemic has made the interest level in this program grow very significantly.

In an effort to help prospective applicants work through a cumbersome and complicated application process, DOT is providing for a preliminary review and critique of applications prior to the formal application filing deadline of January 9, 2024.

The deadline for preliminary review of applications is November 29. One of the application components that municipalities must provide is an assurance from the local government that the municipality will provide the 20% local match component on any approved project.

Overall project budgets are currently being worked on, but are not complete at this time. Since there is no Town Board meeting scheduled between 11/9 and the preliminary submission deadline of 11/29, I am requesting that the Town Board approve a generic statement that Guilderland can and will provide the necessary local match for any approved project. Prior to the final submission in January, the Board will be requested to approve project -specific resolutions which will stipulate the local match commitment for each project.

The resolution presented to you will provide the location and a basic description of each of the projects that we are applying for funding on. Please note that each of these projects is recommended in one or more of the various planning studies conducted by the Town.

The Town Board of the Town of Guilderland by this resolution commits the Town to provide the requisite 20% local match portion of the cost of any or all of the listed projects applied for in the 2023 round of the TAP/CMAQ program administered by the NY State Department of Transportation.

Applications will be submitted for the following projects:

- 1) A paved bike-ped path on NY State Route 146 between Western Avenue and the Winter Recreation parking lot at Tawasentha Park.
- 2) Sidewalks to fill all remaining gaps on the east side of Carman Road from Sunset Drive to Lone Pine Road.
- 3) A sidewalk on Willow Street from Siver Road to Western Avenue.
- 4) A sidewalk on Gun Club Road from Main Street to the entrance to Bozenkill Park.

## 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: October 26, 2023

SUBJ: 1854 Western Avenue Change in Zone  
**Planning Board Report to Town Board**

#### Background

The applicant is proposing to rezone 1.14 acres from the Single-family (R15) District to the Local Business (LB) District. The parcel is located on the south side of Western Avenue and approximately 125 feet east of Venezio Avenue. Surrounding zoning consists of properties located in the Local Business (LB) District to the west; Business Non-Retail Professional (BNRP) District to the east; Business Non-Retail Professional (BNRP) District to the north, on the north side of Western Avenue; and Single-family Residential (R15) District to the south.

#### Albany County Planning Board

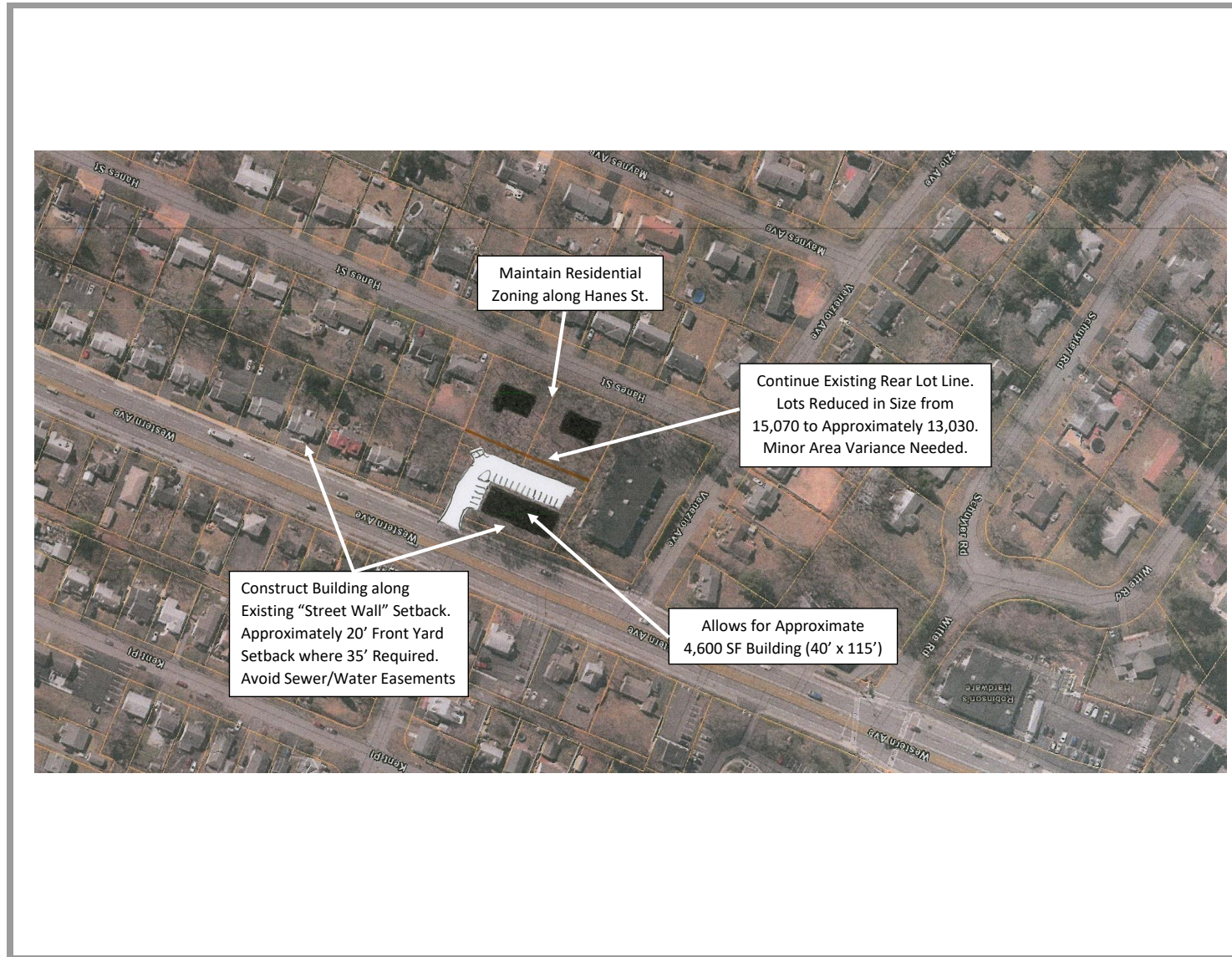
The Albany County Planning Board (ACPB) reviewed the application at their September 21, 2013 meeting and found that the proposed action will have no impact upon the jurisdictional determinant referring to this case, nor will it have significant countywide or intermunicipal impact and recommended to defer to local consideration.

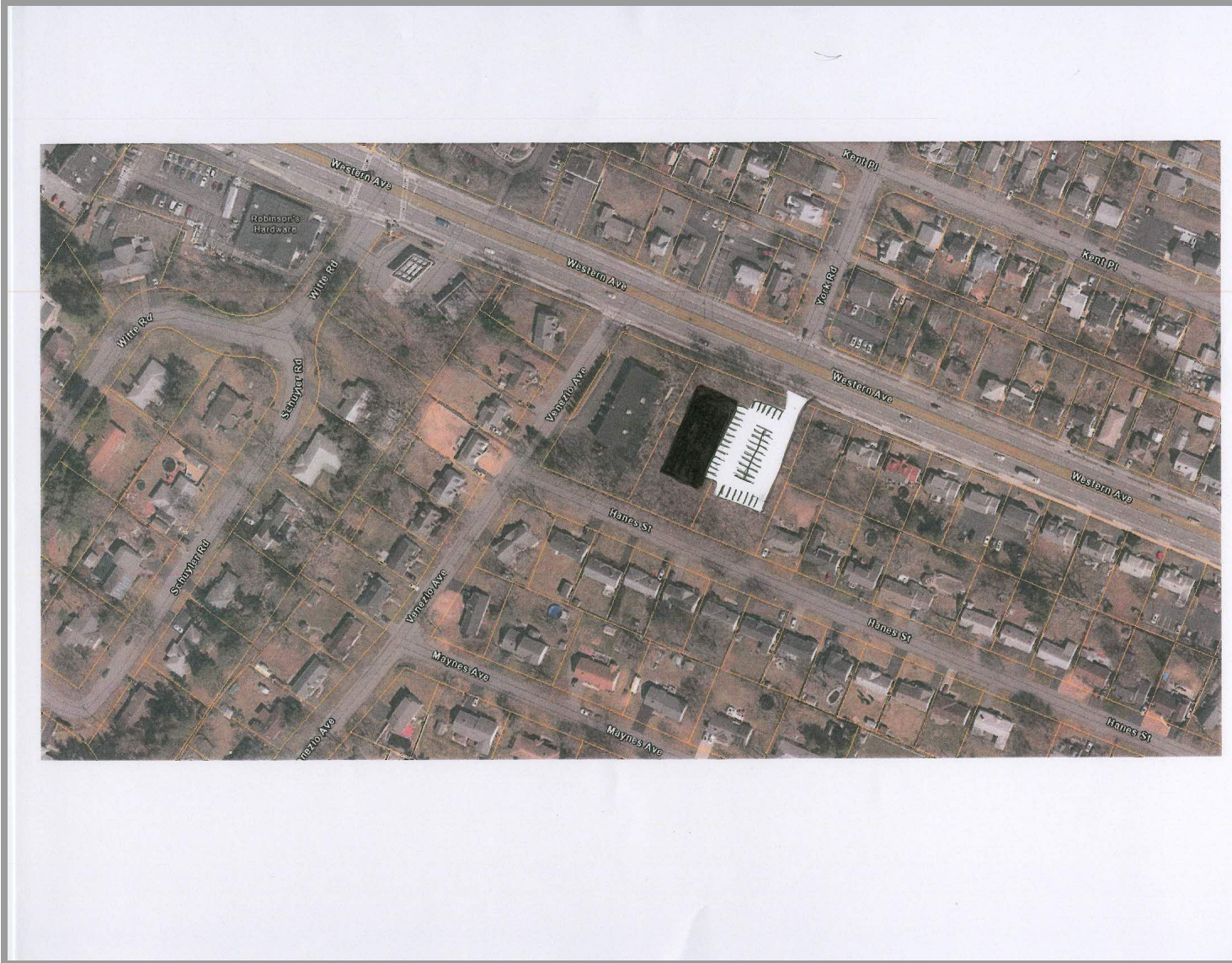
#### Planning Board Recommendations

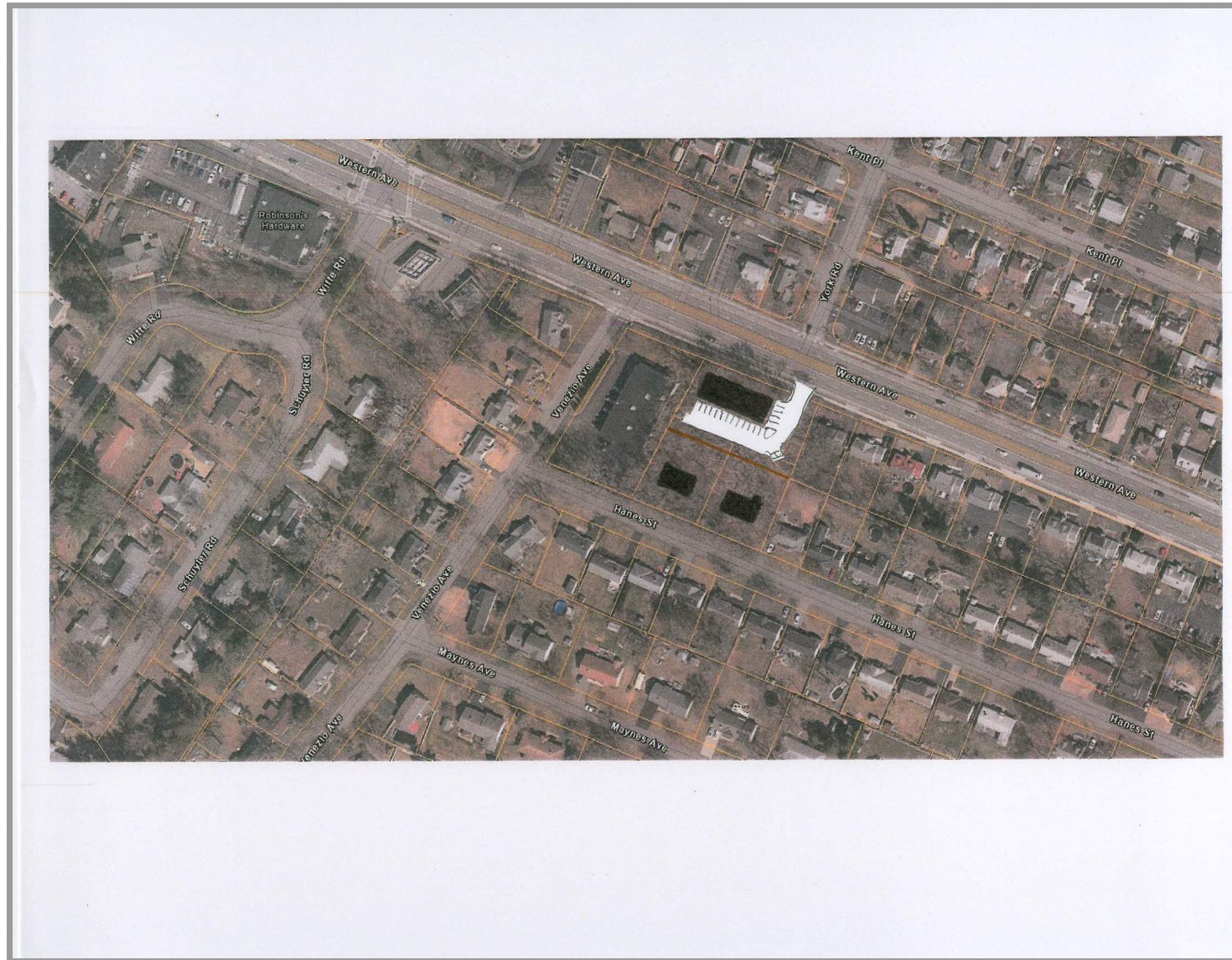
The Planning Board reviewed the application at their May 24, 2023, September 13, 2023 and October 25, 2023 meetings and offers the following recommendations to the Town Board:

1. Maintain the Single-family Residential (R15) District for the two residential lots on Hanes Street.
2. Allow the Local Business (LB) District for the lot on Western Avenue as requested by the applicant.
3. If approved by the Town Board, the Planning Board supports area variances on the proposed LB District lot on Western Avenue, as necessary, to accommodate development consistent with surrounding properties.
4. The Planning board provided three sketch plans, enclosed with this report, as possible site development alternatives.

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









**ALBANY COUNTY PLANNING BOARD  
NOTIFICATION**

**RECOMMENDATION DATE: September 21<sup>st</sup>, 2023**

**Case #:** **10-230904325**  
**Project Name:** **1854 Western Ave Change in Zone - Amendment**  
**Project Location:** 1854 Western Ave  
**Tax Map Number:** 52.09-6-2  
**Referring Agency:** Town of Guilderland Legislative Board  
**Considerations:** Amendment to previously proposed rezoning of 1.14 acres parcel from Single Family Residential (R15) to Local Business (LB).

**ACPB Recommendation:** Defer to local consideration

1. This board has found that the proposed action will have no impact upon the jurisdictional determinant referring to this case, nor will it have significant countywide or intermunicipal impact.

**Advisory:**

Gopika Muddappa, Senior Planner  
Albany County Planning Board

**NOTE:**

- This recommendation is rendered in compliance with applicable requirements of Section 239 of New York State General Municipal Law. Final determination on this matter rests with the appropriate municipal body.
- A recommendation of "APPROVE" or "MODIFY LOCAL APPROVAL" should not be interpreted as a recommendation by this body that the referring agency approve the matter referred. Such recommendation does not indicate that this body has reviewed all local concerns; rather the referral has met certain countywide considerations. Evaluation of local criteria is the responsibility of the referring agency.
- General Municipal Law Section 239 requires that the local agency notify the county within thirty days of its final action. Please use the OFFICIAL NOTICE OF LOCAL ACTION form that is attached for this purpose.
- General Municipal Law Section 239 sets forth the procedural requirements for taking local action contrary to the County Planning Board's recommendation of objection or conditional approval.
- Albany County is required to submit a Municipal Separate Storm Sewer System Permit (MS4) (No. GP-0-10-002) Notice of Intent (NOI) to comply with the NYS DEC permit for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Construction Activity Permit No. GP-0-1-001 issued by NYSDEC is also required for activity with soil disturbances of one acre or more. The law is required by the Clean Water Act to control point source discharges to ground water as well as surface waters.

**449 New Salem Road, Voorheesville, NY 12186  
TELEPHONE: (518) 655-7932 FAX: (518) 765-3459**

In compliance with Article 12-B, Section 239 of New York State General Municipal Law, this serves as official notification to the Albany County Planning Board of the action taken on the application described above.

**LOCAL ACTION ON ACPB RECOMMENDATION:**

- AGREED WITH COUNTY PLANNING BOARD RECOMMENDATIONS TO MODIFY OR DISAPPROVE
- OVER-RULED COUNTY PLANNING BOARD RECOMMENDATIONS TO MODIFY OR DISAPPROVE

**LOCAL DECISION ON PROJECT:**

- PROJECT APPROVED
- PROJECT DISAPPROVED

VOTE RECORDED: \_\_\_\_\_ DATE OF LOCAL ACTION: \_\_\_\_\_

**Set forth the reasons for any action contrary to the ACPB recommendations (use additional sheets if needed):**

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

**Short Environmental Assessment Form  
Part 1 – Project Information**


**Instructions for Completing**

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

| Part 1 – Project and Sponsor Information  |  |                                     |                                     |
|---|--|-------------------------------------|-------------------------------------|
| Name of Action or Project: <b>1854 Western Ave Re-Zone</b>  |  |                                     |                                     |
| Project Location (describe, and attach a location map): <b>1854 Western Ave</b>   |  |                                     |                                     |
| Brief Description of Proposed Action: <b>Convert R-15 lot located at 1854 Western Ave to LB Zoning, to conform with other surrounding properties.</b>   |  |                                     |                                     |
| Name of Applicant or Sponsor:<br><b>Christopher Laviano</b>   |  | Telephone: <b>518-461-4157</b>      |                                     |
| Address: <b>1859 Western Ave</b>  |  | Email: <b>Laviano330@gmail.com</b>  |                                     |
| City/PO: <b>Albany</b>  |  | State: <b>NY</b>                    | Zip Code: <b>12203</b>              |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?  |  | NO                                  | YES                                 |
| If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If NO, continue to question 2.  |  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If YES, list agency(s) name and permit or approval:   |  | NO                                  | YES                                 |
|   |  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. a. Total acreage of the site of the proposed action?   |  | <u>1.19</u> acres                   |                                     |
| b. Total acreage to be physically disturbed?  |  | _____ acres                         |                                     |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?  |  | _____ acres                         |                                     |
| 4. Check all land uses that occur on, adjoining and near the proposed action.   |  |                                     |                                     |
| <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial<br><input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Residential (suburban)<br><input type="checkbox"/> Parkland <input type="checkbox"/> Other (specify): _____ |  |                                     |                                     |

|   |                                     |                                     |                          |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 5. Is the proposed action,  | <b>NO</b>                           | <b>YES</b>                          | <b>N/A</b>               |
|   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| a. A permitted use under the zoning regulations?  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Consistent with the adopted comprehensive plan?  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?   | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If YES, identify: _____   | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 8.  | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
|   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
|   | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |
| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies:<br>_____<br>_____   | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 10. Will the proposed action connect to an existing public/private water supply?<br>If NO, describe method for providing potable water: _____<br>_____  | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 11. Will the proposed action connect to existing wastewater utilities?<br>If NO, describe method for providing wastewater treatment: _____<br>_____   | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?                                    | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?<br>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?<br>If YES, identify the wetland or waterbody and extent of alterations in square feet or acres: _____<br>_____<br>_____ | <b>NO</b>                           | <b>YES</b>                          |                          |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
|   | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |

|   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:<br><input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grassland <input type="checkbox"/> Early mid-successional<br><input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban |                                     |                                     |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?  | NO                                  | YES                                 |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 16. Is the project site located in the 100-year flood plain?  | NO                                  | YES                                 |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If YES,   | NO                                  | YES                                 |
| a. Will storm water discharges flow to adjacent properties?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If YES, briefly describe: _____<br>_____  |                                     |                                     |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?<br>If YES, explain the purpose and size of the impoundment: _____<br>_____  | NO                                  | YES                                 |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If YES, describe: _____<br>_____  | NO                                  | YES                                 |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?<br>If YES, describe: _____<br>_____  | NO                                  | YES                                 |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b><br><br>Applicant/sponsor/ name: <u>Christopher Laviants</u> Date: <u>6-15-23</u><br>Signature: <u></u> Title: <u>Owner</u>   |                                     |                                     |



|   |           |               |
|---|-----------|---------------|
| OWNER: GORG LAMANO                        |           | DATE: 5/18/21 |
| 1054 WESTERN AVE<br>GUILDERLAND, NY 12203 |           | FILE:         |
| NEW CONSTRUCTION<br>MULTI-FAMILY BUILDING |           | PAGE CONTENT: |
| DATE:                                     | DATE:     | DATE:         |
| FILE:                                     | FILE:     | FILE:         |
| SITE PLAN ALTERNATIVE<br>LAYOUT #1        |           |               |
| DESIGNER:                                 | ENGINEER: | SCALE:        |
| SENDER:                                   | ROMAN     | AS NOTED      |
| PLANNING SIZE:                            | AS NOTED  | AS NOTED      |
| SHEET: S100.2                             |           |               |

**TOWN OF GUILDERLAND  
APPLICATION FOR CHANGE OF ZONE**

**APPLICANT INFORMATION**

Name: Christopher Laviano Phone: 518-461-4157  
Address: 1854 Western Ave Albany State: NY Zip: 12203

**PARCEL INFORMATION**

Address and exact location of parcel to be rezoned: 52.09-6-2.3  
Request zoning change for 1854 Western to \_\_\_\_\_ Tax Map#: 52.09-6-2.2  
Total Acreage: 1.14 Parcel Depth: 386'

**PROPERTY INFORMATION**

Describe any existing structures on the property: None

Describe the present use of the property: Woods

**NEIGHBORHOOD DESCRIPTION**

Zoning classification of all adjoin parcels:  
North: LB/BNRP South: R15  
East: BNRP West: LB

Zoning Classification of all parcels directly on opposite side of street of highway: LB/BNRP

Character and use of all surrounding parcels:  
North: Retail Office Building South: Residential Homes  
East: Commercial ~~used as~~ Residential West: Commercial - Warehouse - Retail

Approximate distance to nearest parcel of different zoning classification indicating exact location, zoning, character and use of last mentioned parcel:  
Directly East & West Zoned Commercial, 1860 Western Ave Zoned LB Warehouse style building.









Guilderland Town Board:  
5209 Western Turnpike  
Guilderland, NY 12084

June 21st, 2023

Re: Proposed Rezone of 1.14 Acres of R-15 (residential) Lot  
1854 Western Ave.  
Albany, NY 12203

Project Narrative:

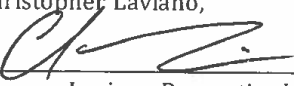
The proposed zoning change seeks to convert a residential lot into a Local Business zone, driven by its strategic location along a major roadway. The primary objective is to leverage the area's visibility and accessibility in order to stimulate economic growth and attract businesses while also ensuring the well-being of the surrounding residential community. By rezoning the 1.14-acre lot, a significantly larger amount of green space and trees will be preserved compared to the previous subdivision plan. Additionally, it will establish a wider buffer zone between the lot and neighboring residential properties, with a minimum setback of 40 feet per town code. Furthermore, there is a consideration for extending the buffer requirement from 40' to add an additional 10'-20' feet on top of the 40' requirement.

This rezoning to a local business (LB) designation opens up opportunities for local/small business owners and potential new residents to contribute to our community, providing a wider range of opportunities compared to converting it to Business Non-Retail Professional (BNRP). Currently, the town has a surplus of vacant office space and a very limited amount of retail space available. It's important to note that this residential zoned lot on Western Ave is one of the only few remaining.

The priority of the rezoning effort is to promote the establishment of businesses that align with the community's needs and aspirations, ultimately enhancing the overall quality of life for residents. This initiative aims to provide convenient access to a diverse range of goods, services, and employment opportunities. The site is suitable for the Local Business zone as it matches the depth of the adjacent property.

If the rezoning is approved, there are potential plans to construct a mixed-use building on the site. This building would incorporate a combination of retail and office spaces, as well as the possibility of including four residential apartments. The intent is to blend commercial and residential elements, creating a vibrant and dynamic environment.

Christopher Laviano,

  
\_\_\_\_\_  
Owner - Laviano Properties LLC