

**Special Meeting of the Town Board  
Town of Glenville  
April 27, 2022  
At The Glenville Municipal Center  
18 Glenridge Road, Glenville, NY**

**Supervisor Koetzle** Calls the meeting to order at 7:04 PM

Invocation

Pledge of Allegiance

Roll Call: Town Clerk Julie Davenport

Present: Supervisor Koetzle, Councilwoman Wierzbowski, Councilmen Godlewski and Ramotar

Absent: Councilman Martin

Also present: Earl Redding - Attorney for the Town, Stephen Janik- Police Chief.

**Supervisor Koetzle Comments:** This has been a position that we've been talking about for probably a better part of five years and I think we finally got there. I think chief. I want to thank you for your leadership on it. I know that each time that we talked about it, I was asking us to, you know, get through some things and budgetarily and we're finally there. Number two, I can't imagine a more qualified person than Meredith Kaiser. I've had an opportunity to work with her as she is a member of the PBA and negotiate across the table from her and very professional. Phenomenal officer. I've gotten great feedback as far as a PTO to some of our newer officers, very excited about that. 3rd, I think this is an historic day here in town of. Glenville would be our very first female Sergeant in the history of the department, so I think that's called progress and. At times. I think it's a. Historic moment for us also. Congratulations to soon to be Sergeant Kaiser.

**Councilwoman Wierzbowski:** I would just echo your comments Mr. Supervisor in knowing Meredith, since she's been here in 2008, she's always been willing to answer any questions that I have. I've done several ride a longs with her and she has always made me feel included and educated me greatly on not only being a police officer but being a female police officer and the challenges that she faces. Which I think she does so with grace and humility. So, I'm very pleased to see this.

**Councilman Godlewski:** Just said echo the sentiments of my colleagues, officer soon to be Sergeant Kaiser has always been always been very, very kind and wonderful to me. When I first started out on the board, reaching out and kind of extending an opening hand on behalf of the Police Department to me at the time. I really appreciated that and I appreciate her work with the department and congratulate her on the well served promotion.

Sponsored by: Christopher A. Koetzle, Town Supervisor  
Submitted by: Stephen V. Janik, Police Chief

**RESOLUTION NO. 119-2022**

**Moved by: Councilwoman Wierzbowski**  
**Seconded by: Councilman Godlewski**

**WHEREAS**, there is an open position of Sergeant in the Town of Glenville Police Department; and

**WHEREAS**, a promotional list for the Sergeant position was certified by Schenectady County Civil Service on March 31, 2022; and

**WHEREAS**, a committee consisting of the Lieutenant and the Chief of Police interviewed candidates from the certified Schenectady County Civil Service list, and selected Officer Meredith Kaiser, one of the officers eligible for appointment from said Civil Service list; and

**WHEREAS**, Officer Kaiser has been employed by the Glenville Police Department since 2008, performing admirably in her duties; and

**WHEREAS**, the Chief of Police hereby recommends that the promotion be approved by the Town Board;

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board does hereby authorize the Chief of Police to provisionally appoint Police Officer Meredith Kaiser to the position of Sergeant with the Glenville Police Department effective April 28, 2022; and

**BE IT FURTHER RESOLVED**, that the compensation and benefits for Meredith Kaiser as a first-year sergeant be as set forth in the current P.B.A. Contract; and

**BE IT FURTHER RESOLVED**, that the Town Clerk, on behalf of this Town Board, is hereby authorized and directed to notify Officer Kaiser of the aforementioned appointment.

**Ayes: Councilwoman Wierzbowski, Councilmen Godlewski, Ramotar and Supervisor Koetzle**

**Noes: None**

**Absent: Councilman Martin**

**Abstention: None**

## **Motion Carried**

Town Board decision on April 27, 2022.

Sponsored by: Jim Martin, Town Councilman

Submitted by: Melissa Cherubino, Community Development Director

### **RESOLUTION NO. 120-2022**

**Moved by: Councilman Ramotar**

**Seconded by: Councilwoman Wierzbowski**

**WHEREAS**, the applicant requests a zoning change as permitted under the Town of Glenville zoning code Article VI section 270-28 sub-section B, "Planned Development District" (PDD) for construction of a Mixed-Use Planned Development at SBLs 30.10-1-27.1, 30.9-2-22, 30.9-2-21.1 and 30.9-2-3; and

**WHEREAS**, the proposed PDD includes the construction of condominium buildings, commercial structures with second story apartments and ancillary parking; and

**WHEREAS**, consideration of the PDD constitutes an Unlisted Action under the State Environmental Quality Review Act (SEQRA) which requires a coordinated review; and

**WHEREAS**, lead agency letters were sent to NYS Department of Transportation, NYS Department of Environmental Conservation, Schenectady County Planning, Schenectady County Highway and the various boards reviewing the proposal for the Town of Glenville; and

**WHEREAS**, the Planning Zoning Commission (PZC) reviewed the submitted materials at its April 11, 2022 meeting and made a recommendation for the Town Board to approve the proposal; and

**WHEREAS**, a duly scheduled public hearing must be held in order to amend the existing code and create the planned development district by Local Law;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Glenville will meet at the Glenville Municipal Center, 18 Glenridge Road, Glenville, New York on Wednesday, May 18, 2022 at 7:00 P.M., or as soon thereafter as possible, at which time it will hear all persons interested in the proposed zoning change for addition to the zoning code and zoning map of the Town of Glenville; and

**BE IT FURTHER RESOLVED** that the Town Clerk be, and she hereby is directed to prepare the proper notice of said hearing in accordance with law and to publish same at least ten days prior to the date of the public hearing and to provide same to the Village of Scotia; and

**BE IT STILL FURTHER RESOLVED** that the Town Clerk is directed to place the public hearing on the May 18, 2022 Town Board meeting agenda

**Ayes: Councilwoman Wierzbowski, Councilmen Godlewski, Ramotar and Supervisor Koetzle**  
**Noes: None**  
**Absent: Councilman Martin**  
**Abstentions: None**

**Motion Carried**

Town Board Decision on April 27, 2022

Sponsored by: Sid Ramotar, Town Councilman  
Submitted by: Jason Cuthbert, Town Comptroller

**RESOLUTION NO. 121-2022**

**Moved by: Councilman Ramotar**  
**Seconded by: Councilwoman Wierzbowski**

**WHEREAS**, the Town of Glenville Public Works Department requires proper equipment to perform Town duties; and

**WHEREAS**, the Commissioner of Public Works advises that the Public Works Department is in need of one articulating boom lift for use in the Highway, Parks, and Water departments; and

**WHEREAS**, the Commissioner of Public Works prepared a Request for Bids containing the equipment specifications, with bids due by April 25, 2022; and

**WHEREAS**, the sole bid was received from Skyworks Rental Equipment in the amount of \$56,500 for a 2019 JLG model 340AJ; and

**WHEREAS**, the Commissioner of Public Works recommends accepting the bid from Skyworks Rental Equipment; and

**WHEREAS**, the purchase of said equipment is provided for within budgeted appropriations;

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioner of Public Works is hereby authorized to purchase one 2019 JLG model 340AJ articulating boom

lift at a cost not to exceed \$56,500 from Skyworks Rental Equipment, 795 Hoosick Rd, Troy NY 12180, with said expense charged to account DB-000-5130-2000 as included in the 2022 Adopted Budget.

**Ayes: Councilwoman Wierzbowski, Councilmen Godlewski, Ramotar and Supervisor Koetzle**

**Noes: None**

**Absent: Councilman Martin**

**Abstentions: None**

**Motion Carried**

Town Board decision on April 27, 2022.

Supervisor Koetzle: spoke about how glad he is that the Town and owners were able to come to an agreement. It will be an improvement to the Legacy Park and the town will be using ARPA funds to purchase the property.

Councilman Godlewski: Said he is very happy this happy and it will be a real asset to Legacy Park and he is happy for the veterans.

Sponsored by: Jim Martin, Councilman

Submitted by: Melissa Cherubino, Director of Community Development

**RESOLUTION NO. 122-2022**

**Moved by: Councilman Godlewski**

**Seconded by: Councilman Ramotar**

**AUTHORIZATION TO ENTER INTO A PURCHASE AGREEMENT FOR REAL  
PROPERTY LOCATED AT 338 BALLSTON RD, 30.13-3-22**

**WHEREAS**, the Town of Glenville is the owner of parcels including Tax Map Parcels 30.13-3-42.1, 30.13-3-43.1, 30.13-3-19.1 and 30.13-3-10.1. which are intended for the purpose of establishing Legacy Park; and

**WHEREAS**, the property, SBL 30.13-3-22 with a mailing address of 338 Ballston Road, is located adjacent to the Town owned parcels; and

**WHEREAS**, the property is owned by the Estate of Arthur H. Mancini; and

**WHEREAS**, the Town requires the property for the purpose of providing driveway access from State Route 50, or Ballston Road to Legacy Park; and

**WHEREAS**, the Town has received a third-party appraisal for the property valuing the building and land at one-hundred-fifty-thousand (\$150,000) dollars; and

**WHEREAS**, the parties signed a non-binding letter of intent for the conveyance of the property from the Co-Executors for the Estate of Arthur H. Mancini to the Town of Glenville for the appraised value of \$150,000; and

**WHEREAS**, the Town of Glenville, Schenectady County, New York (hereinafter the "Town") has established that the proposed project is of significant public benefit to the Town as a quality-of-life amenity; and

**NOW, THEREFORE, BE IT RESOLVED THAT,**

The Glenville Town Board Authorizes the Supervisor to sign the attached Purchase and Sale agreement with the Co-Executors for the Estate of Arthur H. Mancini, and to close on the property contingent on clear title as shown on the Abstract of Title.

This resolution will take effect immediately.

**Ayes: Councilwoman Wierzbowski, Councilmen Godlewski, Ramotar and Supervisor Koetzle**

**Noes: None**

**Absent: Councilman Martin**

**Abstention: None**

**Motion Carried**

Town Board decision on April 27, 2022

## **NEW YORK RESIDENTIAL PURCHASE AGREEMENT**

**I. The Parties.** This Real Estate Purchase Agreement ("Agreement") made on \_\_\_\_\_, 2022 ("Effective Date") between:

Town of Glenville ("Buyer") with a mailing address of 18 Glenridge Rd, Town of Glenville, State of New York who agrees to buy

**AND**

John Arthur Mancini and Anthony Michael Mancini, Co-Executors, the Estate of Arthur H. Mancini ("Seller") with a mailing address of 157 Barrett Street, City of Schenectady, State of New York, who agrees to sell and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the "Parties."

**II. Legal Description.** The real property is a Single-Family Home located at Tax Parcel (i.e.,

"Parcel ID" or "Tax Map & Lot" or "Section Block Lot"): 30.13-3-22 with a mailing address of 338 Ballston Road, Glenville NY 12302

**III. Personal Property.** In addition to the real property described in Section II, the Seller shall not include any personal property. The real property and personal property shall be collectively known as the "Property".

**IV. Earnest Money.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$10,000 as consideration by \_\_\_\_\_, 2022 at 5:00PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted is required to be placed in a separate trust or escrow account in accordance with State law.

**V. Purchase Price and Terms.** The Buyer agrees to purchase the Property by payment of \$150,000 (One Hundred Fifty Thousand Dollars) as an All Cash Offer. No loan or financing of any kind is required in order to purchase the Property.

**VI. Sale of Another Property.** Buyer's performance under this Agreement Shall not be contingent upon selling another property.

**VII. Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of Seller. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

**VIII. Funds at Closing.** Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

**IX. Closing.** This transaction shall be closed on \_\_\_\_\_, 2022 at \_\_\_\_\_:\_\_\_\_\_ PM or earlier at Town Hall offices or as to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

**X. Survey.** Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than \_\_\_\_\_ business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within \_\_\_\_\_ business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

**XI. Mineral Rights.** It is agreed and understood that all rights under the soil, including but not

limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

**XII. Title.** Seller shall convey title to the property by executor deed. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the expense of Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have \_\_\_\_ business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, house inspection, or other information that discloses a material defect, the Seller shall have \_\_\_\_ business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

**XIII. Property Condition.** Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until \_\_\_\_\_, 2022 at \_\_\_\_:\_\_\_\_ PM.

After all inspections are completed, Buyer shall have until \_\_\_\_\_, 2022 at \_\_\_\_:\_\_\_\_ PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have \_\_\_\_ business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

**XIV. Seller's Indemnification.** Except as otherwise stated in this Agreement, after recording,

the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

**XV. Appraisal.** Buyer obtained an appraisal, valuing the property at \$150,000.

**XVI. Required Documents.** Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

**XVII. Termination.** In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within 20 business days with all parties being relieved of their obligations as set forth herein.

**XVIII. Time.** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

**XIX. Buyer's Default.** Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section IV. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

**XX. Seller's Default.** Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

**XXI. Earnest Money Dispute.** Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXIII.

**XXII. Dispute Resolution.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The

arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with New York law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with New York law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

**XXIII. Governing Law.** This Agreement shall be interpreted in accordance with the laws in the State of New York.

**XXIV. Terms and Conditions of Offer.** This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counter offer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**XXV. Binding Effect.** This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**XXVI. Severability.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXVII. Offer Expiration.** This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by \_\_\_\_\_, 2022 at \_\_\_\_:\_\_\_\_ PM.

**XXVII. Acceptance.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient.

**XXIX. Licensed Real Estate Agent(s).** If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, they shall be entitled to payment for their services as outlined in their separate written agreement.

**XXX. Disclosures.** It is acknowledged by the Co-Executors that the property does not have any known defects:

- Health and safety issues: mold, radon or asbestos
- lead paint
- water damage, flooding
- structural deficiencies
- pests
- mechanical issues (HVAC, plumbing, electrical)
- \_\_\_\_\_

**XXXI. Property Documents.** Seller shall furnish all documents pertaining to the property within Seller's possession, including surveys, blueprints, site plans, easements, permits or existing liens.

**XXXII. Entire Agreement.** This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

**XXXIV. Signature**

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

\_\_\_\_\_  
**Seller's Signature**

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
**Seller's Signature**

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
**Buyer's Signature**

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
**Buyer's Signature**

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
**Agent's Signature**

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
**Agent's Signature**

\_\_\_\_\_  
Print Name

Supervisor Koetzle: Very happy how this project worked out and thanked First National Bank for allowing the Town to lease the property for the sign. The sign will be cared for by the Town and has many benefits for the Town and residents. The present town board members all shared how glad they are this is happening and will be a benefit for the town also thank you to the Rotary for having the current sign and taking care of it.

Sponsored by: Christopher A. Koetzle, Town Supervisor  
Submitted by: Melissa Cherubino, Director of Community Development

**RESOLUTION NO. 123-2022**

**Moved by: Councilman Ramotar**  
**Seconded by: Councilman Godlewski**

**WHEREAS**, the First National Bank of Scotia, is the owner of a parcel of land located at 242 Saratoga Road, Town of Glenville, County of Schenectady, New York, Tax Map No. 22.11-4-17.11 ("the Property"); and

**WHEREAS**, the Town desires to use a portion of the Property to erect and maintain a sign; and

**WHEREAS**, in order to erect and maintain a sign on the Property the Town requires an agreement with First National Bank of Scotia to have a right of access over their property from Saratoga Road; and

**WHEREAS**, the First National Bank of Scotia is willing to grant the Town a license to use the Property and have a right of access; and

**WHEREAS**, a License Agreement has been drafted (attached hereto as Exhibit "A") allowing access to the Property to the Town as well as allowing for the Town to erect and maintain a sign on the Property;

**NOW THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Glenville hereby authorizes the Supervisor to enter into an agreement with the First National Bank of Scotia by which it accepts a License Agreement (described in Exhibit A) granting the Town access to the Property and allowing the Town to erect and maintain a sign on the Property; and

**Ayes: Councilwoman Wierzbowski, Councilman Godlewski, Ramotar and Supervisor Koetzle**

**Noes: None**

**Absent: Councilman Martin**

**Abstention: None**

#### **Motion Carried**

Town Board decision on April 27, 2022

Executive Session: To discuss the employment history of particular people or matters leading to the demotion, discipline, suspension, dismissal or removal of any person pursuant to Public Officers Law 105(1)(f).

Supervisor Koetzle made a motion to go into Executive Session:

Moved: Councilwoman Wierzbowski

Seconded: Councilman Ramotar

Absent Councilman Martin

Vote passed to go into Executive Session at 7:15 PM

Supervisor Koetzle made a motion to leave Executive Session:

Moved: Councilwoman Wierzbowski

Seconded: Councilman Ramotar

Absent Councilman Martin

Vote passed to leave Executive Session at 8:24 PM

Supervisor Koetzle: I will take a motion to adjourn the Town Board Meeting

Moved: Councilman Godlewski  
Seconded: Councilman Ramotar  
Absent: Councilman Martin  
Vote passed to adjourn.  
Meeting is adjourned at 8:25 PM.

ATTEST

*Julie Davenport*

Julie Davenport  
Town Clerk



