

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING
OCTOBER 15, 2020

Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present
Councilman Wohlleber	Present
Supervisor Hammond	Present

NON-VOTING MEMBERS

Susan Horton, Town Clerk
Jack Casey, Town Attorney

Town Board members met at 6 pm and on a motion by Councilman Hass, seconded by Councilwoman Butler and carried to enter into Executive Session to discuss a personnel issue with no votes being taken. Motion by Councilman Wohlleber, seconded by Councilwoman Butler and carried to exit Executive Session at 6:35 p.m.

Supervisor Hammond opened the meeting with the Pledge of Allegiance at 7 p.m. and on a motion by Hass, seconded by Butler and carried it was stated that the monthly bills had been audited for payment.

Motion by Wohlleber, seconded by Butler and an oral vote of 5 ayes to accept the Town Clerk's minutes of September 20, 2020 as written. Motion by Butler, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's minutes of October 1, 2020 as written.

Public Comment Period – There were no comments from residents.

Presentation – Goewey Farm Property Troy Sand & Gravel Co., Inc. – A. Gilchrist, Attorney representing Troy Sand & Gravel Co., Inc. spoke on their behalf. A. Gilchrist stated that there was a piece of property located in the Southern part of Town part of which borders the Town of Sand Lake. The proposal presented in concept was to identify the area on this site to remove sand and gravel and to be able to bring it down to their existing facility. In order to do this in the Town of Poestenkill there would have to be a zone change to NP (Natural Products). As with any requested zone change it is a Legislative act of the Board. It is within the discretion of the Board to even "Entertain" this request. Much discussion ensued and the Town Supervisor, Keith Hammond said he thought that it would be a good idea for Poestenkill and Sand Lake to discuss this together. The other Town Board members were split on their support of this request at this time and declined to "entertain" this request. Councilwoman Butler and Councilman Van Slyke felt Troy Sand & Gravel should be allowed to make an application. Whereas, Councilman Wohlleber, Councilman Hass and Supervisor Hammond were not in favor. Supervisor Hammond thanked Mr. Gilchrist for coming in and for his presentation and said that if Mr. Gilchrist comes up with any other convincing information, that he could come back to the Town Board.

Liaison Reports:

Planning Board- Town Board members had copies of the Planning Board meeting of October 6, 2020 in their packet. T. Russell, Chairman of the Planning Board reported on the agenda items. T. Russell also stated there was some organizational business being dealt with and he put forward the proposed lot line adjustment issue to get that started. He also stated, due to the resignation of J. Grattan which leaves a vacancy on the Planning Board he has asked S. Valente to move up to a full time Planning Board member and has requested M. Asquith,

Administrative Secretary to place an ad in the Advertiser for an Alternate member. Councilman Wohlleber was under the impression that Alternate members were no longer needed. A lengthy discussion revealed many differing opinions as to the need for an Alternate Member. Councilman Wohlleber stated there are seven full time members and even without an alternate, a quorum would still exist. After much discussion it was the consensus of the Board to retain the alternate position for the Planning Board. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to appoint Steve Valente as Member of the Planning Board to fill the unexpired term of Judy Grattan who resigned. Term to expire December 31, 2022. M. Asquith, Administrative Assistant will place ad in the Advertiser for Alternate Member.

Zoning Board– Town Board members had copies of the ZBA meeting of September 8, 2020 in their packets. P. Jamison, Chairman reported on the agenda items.

Fire Company – Town Board members had copies of the September 2020 Fire Co. report.

Library – E. Gresens reported on the current activities happening at the Library. He also stated that the painting of the Library was coming along very nicely. He informed the Board appointments are necessary at the Library and each appointment is 30 minutes at a time due to Covid19.

Youth Advisory Board-T. Buker reported on the Youth activities. T. Buker announced that the Halloween Parade will take place on Saturday, October 31st at 11 a.m. The parade route will start at the Town Hall and proceed to the VFW Post where children will receive a bag of goodies.

CAC- There was no meeting.

Correspondence:

Resignation – Toby Chadwick

Supervisor Hammond informed the Board that he received the resignation of Toby Chadwick, Highway Superintendent effective December 30,2020. Supervisor Hammond thanked T. Chadwick for his many years of service to the Town and for the advanced notice of his departure.

Discussion Items:

Replace floor tiles in the Town Hall – Supervisor Hammond expressed concerns over tiles in the town hall that were damaged due to water. It was decided that proposals will be taken, and this will be discussed at a later date. Supervisor Hammond also stated that there was a water leak in town hall and T. Church, Building Inspector/Code Enforcement Office has been in contact with a contractor to look at the problem.

Action Items:

Public Hearing for 2021 Town Budget – A Public Hearing on the Preliminary 2021 Budget has been scheduled for October 27th at 7 p.m. and the Town Attorney will do the legal notice. A budget workshop will be held on October 22nd at 7pm at Town Hall.

Resolution #14-2020- IN THE MATTER OF ADOPTING REVISED RETENTION AND DISPOSITION SCHEDULE FOR NYS LOCAL GOVERNMENT RECORDS. Resolved that in accordance with Article 57-A:

- (a) Only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; and
- (b) Only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established legal minimum periods.

MOVED BY: Councilman Wohlleber
SECONDED BY: Councilwoman Butler

VOTED UPON AS FOLLOWS:

Councilwoman Butler	Yes
Councilman Hass	Yes
Councilman Van Slyke	Yes
Councilman Wohlleber	Yes
Supervisor Hammond	Yes

In the matter of the Ambulance Service Resolution for classifying the creation of a Poestenkill Ambulance District the Town Board reviewed the Short Environmental Assessment Form Parts 1 and 2 required by SEQRA and agreed that the Town Board would be designated as the "Lead Agency" for this undertaking. The Town Board formally approved the Short Environmental Assessment Form which will now be forwarded to the State and County.

RESOLUTION #15-2020 CLASSIFYING THE CREATION OF A POESTENKILL AMBULANCE DISTRICT UNDER THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA), DESIGNATING THE TOWN BOARD AS "LEAD AGENCY" AND, PURSUANT TO AN ENVIRONMENT ASSESSMENT, ISSUING A NEGATIVE DECLARATION. Resolved that the Town Board as lead agency hereby issues a negative declaration for the establishment of the Poestenkill Ambulance District, and that notice of such negative declaration be duly published in the Environmental Notice Bulletin as required by notices as required by ECL 8-0113(2)(i), 6 NYCRR Part 617.12 (c)(1).

MOVED BY: Supervisor Hammond
SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

Councilwoman Butler	Yes
Councilman Hass	Yes
Councilman Van Slyke	Yes
Councilman Wohlleber	Yes
Supervisor Hammond	Yes

Reports:

Supervisor's Report- Supervisor Hammond stated there was a power outage that effected many town residents. He also wanted to express his thanks to the Highway Superintendent and his crew for doing a great job making sure the roads were clear of debris after the storm. He reported that there was a fire in Town and that the family lost everything. He stated that the Poestenkill Business Association was able to help with a donation to the family.

Town Attorney's Report – Mr. Casey reported on the matters that he worked on since the last Town Board meeting which included working on resolution for the revised retention and disposition schedule for NYS Local Government records. Also, preparing SEQRA resolution designating the Town Board as "Lead Agency", etc.

Town Clerk's Report – Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's report of September 2020. The total amount received in the Clerk's office was \$19,083.81 and of that amount \$8,738.30 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. T. Church requested for the building permit fee to be waived for a town resident whose house was destroyed by fire. Motion by Supervisor Hammond, Seconded by Councilwoman Butler and carried to waive the building permit fee for displaced town residents due to fire. There were also reports from the Assessor, DCO, Water Manager/811 report and Highway Dept. report. R. Brunet, Water Manager reported on activities in the Water Department. He reported that Bender St. Peter's Laboratory closed operations on October 1st and will not be providing any future analytical testing. However, arrangements have been made with JH Consulting Group (located in Loudonville) to perform all our testing. He also mentioned that this recent water billing (which was done September 23rd) went very smoothly. All department reports are on file at the Town Clerk's office.

RESOLUTION #16-2020 IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUND. Resolved, that it is hereby authorized and directed as follows:

The sum of \$1120.48 from General Fund Budget line item 11990.4 (Contingent 4) be transferred to General Fund budget line item 13620.4 (Code Enforcer 4) in a sum of \$1120.48 and a sum of \$175.45 to be transferred from General Fund Budget line item 11990.4 (Contingent 4) transferred to General Fund budget line item 15010.4 (Supt. Of Highway) in the sum of \$175.45;

That the sum of \$659.77 be transferred to 18510.4 (Community Beautification 4) fund budget line item from budget line item 11990.4 (Contingent 4) in a sum of \$659.77.

MOVED BY: Councilwoman Butler

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Butler	Yes
Councilman Hass	Yes
Councilman Van Slyke	Yes
Councilman Wohlleber	Yes
Supervisor Hammond	Yes

RESOLUTION #17-2020 – IN THE MATTER OF THE TRANSFER OF CERTAIN WATER BUDGET FUNDS 2020. Resolved, that it is hereby authorized and directed as follows:
That the sum of \$473.94 be transferred from Water Budget fund line item 8320.42 (Lab fees) to Water Budget fund line item 8340.41 (Chlorine).

MOVED BY: Councilwoman Butler
SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Butler	Yes
Councilman Hass	Yes
Councilman Van Slyke	Yes
Councilman Wohlleber	Yes
Supervisor Hammond	Yes

L. Basle, Fire Department, requested the town board consideration for additional storz fittings for hydrants.

Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #19-2020 in the amount of \$75,668.09. Motion by Hass, seconded by Butler and an oral vote of 5 ayes to pay Warrant #20-2020 in the amount of \$1,324.64.

Motion by Hass, seconded by Wohlleber, and carried to adjourn this meeting at 8:30 p.m.

Respectfully submitted,
Susan Horton Town Clerk



TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD WORKSHOP
October 22, 2020
(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present
Councilman Wohlleber	Present
Supervisor Hammond	Present

NON-VOTING MEMBERS

Susan Horton, Town Clerk

Supervisor Hammond opened the Workshop with the Pledge of Allegiance and on a motion by Councilman Hass, seconded by Councilwoman Butler the Board entered into the Workshop. Supervisor Hammond thanked everyone for attending tonight's Workshop.

This purpose of this Workshop was to discuss a few items pertaining to 2021 Town Budget.

Dedication of Lochvue as Town Highway – a motion was made at the February 20, 2020 Town Board Meeting and due to a clerical error, it was just done on a motion to dedicate Lochvue Drive. Therefore, the actual Resolution was voted on tonight to dedicate Lochvue as a Town Highway.

RESOLUTION #18-2020 – IN THE MATTER OF THE CONSENT OF THE TOWN BOARD OF THE TOWN OF POESTENKILL TO THE DEDICATION OF LOCHVUE AS A TOWN HIGHWAY. Resolved, that consent be and the same hereby is given to the Town Superintendent of Highways of the Town of Poestenkill to make an order laying out the lands described in said dedication, dated the 20th Day of February, 2020, for highway purposes in accordance with provisions of Section 171 of the Highway Law and other statutes applicable thereto.

MOVED BY: Supervisor Hammond

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman Butler:	Yes
Councilman Hass:	Yes
Councilman Van Slyke:	Yes
Councilman Wohlleber:	Yes
Supervisor Hammond:	Yes

Discussion regarding 811 - There was a lengthy discussion regarding the amount that should be designated for the position of 811 Dig Safely Designee. It was decided to put \$2,000 in the 811 Dig Safely line for 2021 Budget.

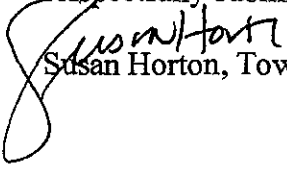
The Board also discussed the Code Enforcer/Building Inspectors salary. J. Butler questioned T. Church's compensation/health insurance. After a lengthy discussion, Town Board members approved the salary and health insurance for T. Church which will be officially proposed on Tuesday, October 27th public hearing on the 2021 Town Budget.

The Board also discussed the Planning Boards request to take a 10% cut in salary for 1 year. That money will be put in the Clerk to the Planning Board line for additional hours for the 2021 year. This will be proposed at the Public Hearing for the 2021 Preliminary Budget.

Storz Connector - The Fire Company requested that additional Storz Connectors be purchased for the fire hydrants. It was determined that (10) Storz Connectors (approximately \$125 each) will be purchased in the 2021 Budget for the Fire Company.

Motion by Butler, seconded by Hass and carried to immediately adjourn this workshop at 7:50 p.m.

Respectfully submitted,


Susan Horton, Town Clerk

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING

October 27, 2020

(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present
Councilman Wohlleber	Present
Supervisor Hammond	Present

NON-VOTING MEMBERS

Susan Horton, Town Clerk

Supervisor Hammond opened the meeting with the Pledge of Allegiance at 7 p.m. and opened the Public Hearing at 7 p.m. on the Preliminary 2021 proposed Budget. The Affidavit of Publication was available for review. Supervisor Hammond asked if anyone would like to speak on the proposed Budget. There being no questions, he addressed some other issues that needed clarification.

Supervisor Hammond informed D. Basle, Fire Chief that the Town will be budgeting for (10) storz connectors in the 2021 Water Budget.

Supervisor Hammond stated going forward the Town will be taking precautions regarding the rise in Covid cases. Town Hall will be open for business however, the door will be locked, and residents will have to ring the bell before entering and must wear a mask and sign in when entering the building. This will hopefully ensure the safety of our Town residents and Town employees.

When everyone was given the opportunity to speak on the proposed budget, the Public Hearing was closed at 7:15 p.m.

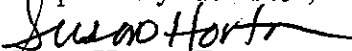
Approval of 2021 Preliminary Budget – Motion by Wohlleber, seconded by Van Slyke to accept the 2021 Preliminary Budget as discussed, this evening as the final adopted budget for 2021.

VOTED UPON AS FOLLOWS:

Councilwoman Butler:	Yes
Councilman Hass:	Yes
Councilman Van Slyke:	Yes
Councilman Wohlleber:	Yes
Supervisor Hammond:	Yes

Motion by Councilman Wohlleber, seconded by Councilman Hass and carried to enter Executive Session at 7:15 p.m. to discuss a personnel issue with no votes being taken. Motion by Councilman Hass, seconded by Councilman Wohlleber and carried to exit Executive Session at 7:42 p.m. and to immediately adjourn this meeting.

Respectfully submitted,


Susan Horton Town Clerk



Kevin Egan
Director of Government Affairs

October 30, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

At Charter, locally known as Spectrum, we continue to enhance our services in order to offer more entertainment and communication choices, and to deliver the best value to our customers. We are committed to offering our customers products and services we are sure they will enjoy.

Programming fees charged by TV networks we carry are the greatest single factor in higher cable prices, and continue to rise. Despite our best efforts to control these costs, this has resulted in a change in the rates we charge our customers.

Effective on or after December 2, 2020, the following monthly pricing changes will take effect for new customers only.

Services/Products/Equipment	Pricing Adjustment
Spectrum TV Silver	Will increase by \$5.00.
Spectrum TV Gold	Will increase by \$5.00.

We remain committed to providing an excellent experience for our customers in your community and in each of the communities we serve. If you have any questions about this matter, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,

Kevin Egan
Director, Government Affairs
Charter Communications



Kevin Egan
Director of Government Affairs

November 7, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around December 7, 2020, Spectrum Northeast, LLC, (Spectrum), will drop the standard definition channel for Semillitas TV on Latino View on channel 922, but will simultaneously launch Semillitas TV HD on Latino View in high definition on channel 922 on the channel line-up serving your community.

For a complete channel lineup, visit www.spectrum.com/channels.

If you have any questions about this matter, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Egan", written over a light blue horizontal line.

Kevin Egan
Director, Government Affairs
Charter Communications



Kevin Egan
Director of Government Affairs

November 13, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around December 15, 2020, Spectrum Northeast, LLC, (Spectrum), will drop the standard definition channel for Semillitas TV on Latino View on channel 922, but will simultaneously launch Semillitas TV HD on Latino View in high definition on channel 922 on the channel line-up serving your community.

For a complete channel lineup, visit www.spectrum.com/channels.

If you have any questions about this matter, please feel free to contact me at 518-640-8575 or via email at kevin.egan@charter.com.

Sincerely,

Kevin Egan
Director, Government Affairs
Charter Communications

KENNEDY & MADONNA, LLP

Attorneys at Law

48 DEWITT MILLS ROAD
HURLEY, NEW YORK 12443

ROBERT F. KENNEDY, JR.
KEVIN J. MADONNA

(845) 481-2622
(845) 230-3111 (fax)
kmadonna@kennedymadonna.com

October 2, 2020

Town Of Poestenkill
Poestenkill WD#1
38 Davis Road
PO Box 210
PO Estenkill, NY 12140-0210

RE: IMPENDING NEW YORK STATE MAXIMUM CONTAMINANT LEVELS
FOR PFOA AND PFOS

Dear Town Of Poestenkill:

I am writing regarding New York's recently established MCLs for PFOA and PFOS. As you are probably aware, in December 2018, New York's Drinking Water Quality Council recommended a maximum contaminant level of 10 parts per trillion ("ppt") for PFOA and PFOS. On July 30, 2020, the Department of Health's Public Health and Health Planning Council approved the proposed MCLs which were then published in the State Register and became effective on August 26, 2020.

Now that the MCLs have been formally adopted, systems serving 10,000 people or more will be required to begin testing within 60 days of August 26, 2020. Systems serving 3,300 to 9,999 people will be required to begin testing within 90 days and systems serving less than 3,300 people within six months.

It is estimated that approximately 21 percent of all systems in New York will have levels of PFOA and/or PFOS above 10 ppt with the following estimated treatment costs (although these estimates could be much greater depending on the number of wells that are contaminated and the unique characteristics of a supplier's distribution system:

<u>System Size</u>	<u>Capital Costs</u>	<u>Lifetime O&M</u>
Small systems serving less than 3,300 persons	\$400,000	\$1,250,000
Medium systems serving between 3,300 and 9,999 persons	\$2,400,000	\$6,250,000
Large systems serving 10,000 persons or more	\$15,000,000	\$36,250,000

Attorney Advertising – Prior Results do not Guarantee a Similar Outcome

However, these costs should not be passed on to ratepayers as the manufacturers of the products that contain PFOA and/or PFOS compounds that have contaminated drinking water supplies should be held legally responsible for that contamination through product liability claims. The companies who had the knowledge of the risks of PFAS contamination and profited from the sales should properly bear the cost for the damages caused by those products and not ratepayers or the public in general. Based on this, we have brought claims against manufacturers to seek recovery of the significant costs incurred by water systems to investigate and treat drinking water supplies contaminated with PFAS compounds.

Our firm currently represents numerous states, municipalities, and other public water suppliers in PFAS litigation. A full client list is listed below. Since our firm was founded in 2000, we have focused on representing public sector clients and communities in environmental contamination litigation. By focusing on this one type of litigation, we have built a firm that is tailored to the needs of our clients and is well equipped to handle the complicated legal, scientific and political issues involved in environmental cases. We have worked with some of the country's leading experts in areas such as remediation, treatment, environmental engineering, hydrology, geology, and toxicology.

Given the national scope and complexity of the PFAS contamination, we have partnered with five other firms to create a qualified and experienced legal team. As with Kennedy & Madonna, our partner firms have a depth of experience in PFAS litigation and representing states, municipalities and public water systems:

- Rob Bilott and his team at **Taft, Stettinius & Hollister, LLP** (OH) brought the very first PFAS environmental exposure case in 1999 that resulted in the discovery and public disclosure of PFOA in drinking water supplies for approximately 70,000 people in West Virginia and Ohio and resulted in a settlement valued in excess of \$300 million, included the installation of water filtration systems for impacted private and public water supplies and the funding of independent scientific health studies for PFOA.
- Rob, along with the law firms of **Douglas & London, P.C.** (NY), **Levin, Papantonio, Thomas, Mitchell, Rafferty, & Proctor, P.A.** (FL), and Kennedy & Madonna, LLP settled over 3,500 individual lawsuits against Dupont involving the company's discharge of PFAS into the air and water around its Parkersburg, West Virginia. That litigation resulted in a \$670 million settlement on behalf of 3,500 individuals injured from drinking PFAS contaminated water.
- **SL Environmental Law Group, PC** (CA) represents only states, municipalities and drinking water systems in environmental contamination litigation and have represented more than thirty public entity and utility clients in environmental contamination cases, resulting in more than \$1 billion in combined jury verdicts and settlements.
- Attorneys from **Kelley, Drye & Warren, LLP** (TX & NY) have successfully represented numerous states in Natural Resource Damage litigation involving the impact of contamination of groundwater and surface water, including representing the State of Louisiana in the Gulf Spill litigation to recover natural resource damages, all of which were ultimately recovered as part of a \$20 billion global settlement, the largest environmental and natural resource damages recovery in history.

Current Client List

- State of New Hampshire;
- State of Ohio;
- State of North Carolina;
- Middlesex Water Company, New Jersey;
- Borough of Hopatcong, New Jersey;
- City of Westfield, Massachusetts;
- County of Barnstable, Massachusetts;
- Territory of Guam;
- Commonwealth of Northern Mariana Islands;
- Orange County Water District, California;
- City of Tustin, California;
- Irvine Ranch Water District, California;
- City of Garden Grove, California;
- City of Fullerton, California;
- Yorba Linda Water District, California;
- City of Santa Ana, California;
- East Orange County Water District, California;
- City of Orange, California;
- City of Buena Park, California;
- City of Fountain Valley, California;
- City of Huntington Beach, California;
- City of LaPama, California;
- Mesa Water District, California;
- City of Newport Beach, California;
- Bellflower-Somerset Mutual Water Company, California;
- Golden State Water Company, California;
- Pico Water District, California;
- Serrano Water District;
- City of Anaheim, California;
- City of Fairbanks, Alaska;
- City of Miami-Dade;
- Florida Keys Aqueduct Authority;
- Borough of Point Pleasant, New Jersey;

We are committed to working with public water suppliers to ensure that the public is provided with clean drinking water and that any costs associated with responding to PFAS contamination, including the costs of filtration, are borne by the responsible parties and not the public. Our current client list is attached.

If you would like to speak with me about how we may be able to assist you, please feel free to contact me at 845-481-2622 or at kmadonna@kennedymadonna.com.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Madonna". The signature is fluid and cursive, with the first name "Kevin" and last name "Madonna" clearly distinguishable.

Kevin Madonna

*(Admitted to practice in New York,
the United States District Court for
the Southern and Eastern Districts of
New York and the United States
Court of Appeals for the Second
Circuit.)*



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September 28, 2020

The Kronau Group/Sagebrook Associates
P.O. Box 64
14 Abbott Drive
Poestenkill, NY 12140

Attention: Kevin Kronau

Re: Independent Engineering Review
Quail Meadows Subdivision
Town of Poestenkill, Rensselaer County, NY
MC Project No. 20003890A

Dear Mr. Kronau:

Maser Consulting has completed the independent engineering review of the Quail Meadows Subdivision located in the Town of Poestenkill, NY. The review included a site visit to observe the completed work and its present condition. During the site visit I looked at the pavement and the drainage (roadside ditches, culverts and ponds).

I reviewed the project plans to familiarize myself with the project. These plans included the Subdivision Plat, Grading Plans, Road Profile, and Site Details.

I also reviewed the project correspondence provided including inspection reports and e-mails between you and the Town of Poestenkill and/or its Town Designated Engineer (Tom Field/Ryan Biggs-Clark Davis) concerning the condition of the roadway and results of the pavement coring and subbase thickness investigation. I also reviewed the reports of materials testing of the subbase for gradation and compaction.

It is our understanding that Sagebrook Associates is the project developer and seeks to complete the infrastructure for Phase 1 of the project and dedicate the road with all appurtenances to the Town of Poestenkill.

Based on our review of the site, project correspondence and reports our observation is that the project was built in general conformance with the plans and specifications. The pavement structure shows some signs of distress and isolated failure of the subbase course. Testing reports indicate that the subbase material was placed at the proper depth and met the requirements for gradation and compaction. Some areas as identified by the pavement cores indicate that the fabric was placed at the incorrect depth, but this should not adversely affect the pavement structure. There are some areas of alligator cracking, rutting and minor settlement. The exposed asphalt binder pavement exhibits some loss of the asphalt surface



as evidence by the exposed aggregate at the surface. This is likely due to the prolonged exposure to weather and traffic, as the binder course was placed over 3 years ago and is not meant as a wearing course. Isolated damage to the edges of the pavement likely caused by construction equipment have been repaired. A section of pavement near the intersection of Cathlie Drive has been replaced. Subsequent phases of the development are under construction. This analysis does not include those phases.

Based on my observation of the site and review of the documentation for Phase 1, I offer the following:

The rutting and alligator cracking is likely caused by poor subsurface drainage in the subbase layer. I recommend that underdrain be placed along the edge of pavement and daylighted to the low spot in the profile near the retention pond (approx. Station A9+00 o/s left). I recommend a Prefabricated Composite Edge Drain be installed along the edge of pavement. An approved NYSDOT product would be ADS AdvanEDGE Pipe. 1.5 inch wide, 12 inch tall, HDPE panel pipe provides twice the soil contact area, drains water faster and can be installed with a trencher which is faster and provides disturbance to the edge of the roadway. A cut sheet is attached for your reference. This shall be installed from Station A5+50 o/s left to Station A10+50 o/s left with 2 outlets (one from each direction) to the existing pond.

Repairs to the binder course need to be made before placement of the top course pavement. Several holes have formed in the asphalt. Holes in the pavement shall be cut out and patched.

Wheel ruts and depressions were observed at several locations. Wheel ruts and depressions over ¼ inch shall be filled in accordance with Section 402-3.05 of the NYSDOT Standard Specifications. Any wheel ruts or depressions over ¾ inch shall be filled with 9.5 Top Course asphalt. A straight edge shall be placed over the ruts and depressions and measured to determine the proper asphalt mix required.

To correct the loss of asphalt at the surface of the binder course, a sand seal shall be applied to the existing exposed pavement to increase the asphalt content of the binder and fill any small voids in the pavement surface. I recommend an application of asphalt emulsion at a rate of 0.10 gallons per square yard followed by an application of dry sand.

Based on a review of the inspection reports and cores taken it was determined that there are many areas that fall short of the thickness requirements (2 ½ inches) for binder as required by the plans. I recommend that a truing and leveling course of asphalt be placed from Weatherwax Road to Cathlie Drive to provide strength to the pavement. This T&L course shall be 1 ½ inches thick, 9.5 top course as per the NYSDOT Specifications. An application of tack coat (0.07 gal/SY) shall be applied prior to paving to assure proper adhesion and an asphalt pavement joint adhesive applied at the center joint.



Kevin Kronau
September 16, 2020
Page 3 of 3

I recommend that the repairs to the binder course be observed over several months before the top course asphalt is applied. When the Town is satisfied that the pavement repairs will be OK, the top course can then be placed in accordance with the approved plans.

I recommend that a meeting be convened between the Poestenkill Town Highway Superintendent, Mr. Kronau, and myself to go over the items listed above prior to commencing the work. Please contact me if you have any questions or need clarification of these items.

Sincerely,

A handwritten signature in black ink that reads 'Wayne E. Bonesteel'. The signature is written in a cursive, flowing style.

Wayne E, Bonesteel, PE
Senior Project Manager



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210
Poestenkill, NY 12140
(518) 283-5100 Phone
(518) 283-7550 Fax

PLANNING BOARD AGENDA

November 4, 2020, 6:30 pm

@ Poestenkill Fire Department

6:30 Meeting Opens – Pledge of Allegiance

Public Hearings:

<u>Anthony Alberino</u>	<u>Special Use Permit</u>
125.-1-23	273 Main Street

<u>Robert & Nancy Ducatte</u>	<u>2 Lot Minor Subdivision</u>
115.-3-27.111	Reichards Farm Road

<u>Wayne Gooley, Executor</u>	<u>4 Lot Minor Subdivision</u>
116.-2-38.11	191 North Road

Applicants:

Minutes of the October 6, 2020 Meeting:

Public Comments:

Old Business:

Organization:

1. Lot Line Adjustment proposal (Town Board)
2. By-Laws Change – meeting time

Other:

Jeff Briggs	to attend November meetings
Steve Valente	to attend December meetings
Don Heckelman	to attend January meetings



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Planning Board

**PLANNING BOARD
November 4, 2020 Minutes
@ Poestenkill Fire Hall**

Attendees:

Tom Russell, Chairman
Jeffrey Briggs
Harvey Teal
Don Heckelman
William Daniel
Steve Valente

Non-Voting:

Robert Ryan, Esq.
Lynn E. Kane, Clerk

Absent:

Robert Dore

Chairman Russell called the meeting to order at 6:30 pm with the Pledge of Allegiance and introduces the Members of the Board.

Public Hearing:

Anthony Alberino
125.-1-23

Special Use Permit
273 Main Street

The Secretary read the Public Hearing notice into the record. Member Briggs reiterates that the structure would be placed no closer than 100' from the rear setback, in order to protect the wetlands.

The SEQRA portion of the public hearing began with Chairman Russell reading the Environmental Assessment Form (EAF) into record and the Board responded to all questions. Motion made by Member Teal that the proposed action will not result in any significant adverse environmental impact and that therefore, a negative declaration should be issued. Seconded by Board Member Daniel and was approved by a vote six (6) ayes; zero (0) nays and zero (0) abstentions.

Chairman Russell asked if any member of the public in favor of the application wished to speak – there is none. Chairman Russell asks if any member of the public in opposition of the application wished to speak. Neighbor received certified letter and had a few questions which were answered by Applicant and Chairman Russell. Chairman Russell closes the public hearing with “There being no further comments, the public hearing is closed.”

Motion made by Member Valente to approve a Special Use Permit. Motion was seconded by Member Teal and approved by a vote of six (6) ayes, zero (0) nays and zero (0) abstentions.

Resolution: Special Use Permit granted.

<u>Robert & Nancy Ducatte</u>	<u>2 Lot Minor Subdivision</u>
115.-3-27.111	Reichards Farm Road

The Secretary read the Public Hearing notice into the record. The SEQRA portion of the public hearing began with Chairman Russell reading the Environmental Assessment Form (EAF) into record and the Board responded to all questions. Motion made by Member Daniel that the proposed action will not result in any significant adverse environmental impact and that therefore, a negative declaration should be issued. Seconded by Board Member Heckelman and was approved by a vote six (6) ayes; zero (0) nays and zero (0) abstentions.

Chairman Russell asked if any member of the public in favor of the application wished to speak – there was none. Chairman Russell asks if any member of the public in opposition of the application wished to speak – there was none. Chairman Russell closes the public hearing with “There being no further comments, the public hearing is closed.”

Motion made by Member Daniel to approve a 2 Lot Minor Subdivision. The motion was seconded by Member Teal and approved by a vote of six (6) ayes, zero (0) nays and zero (0)

Resolution: 2 Lot Minor Subdivision approved

<u>Wayne Gooley, Executor</u>	<u>4 Lot Minor Subdivision</u>
116.-2-38.11	191 North Road

The Secretary read the Public Hearing notice into the record. Applicant reviewed their wish

The SEQRA portion of the public hearing began with Chairman Russell reading the Environmental Assessment Form (EAF) into record and the Board responded to all questions. Motion made by Member Teal that the proposed action will not result in any significant adverse environmental impact and that therefore, a negative declaration should be issued. Seconded by Board Member Daniel and was approved by a vote six (6) ayes; zero (0) nays and zero (0) abstentions.

Chairman Russell asked if any member of the public in favor of the application wished to speak. Chairman Russell asks if any member of the public in opposition of the application wished to speak – there is none. Chairman Russell closes the public hearing with “There being no further comments, the public hearing is closed.”

Motion made by Member Heckelman to approve the 4 lot Minor Subdivision. Motion was seconded by Member Teal and approved by a vote of six (6) ayes, zero (0) nays and zero (0) abstentions.

Resolution: 4 Lot Minor Subdivision approved.

Applicants:

<u>Joseph Hitchcock</u>	<u>Special Use Permit</u>
137.-1-23.12	160 Lynn Rd.

Chairman Russell read the decision of the Zoning Board's Interpretation of Mr. Hitchcock's request for a Special Use Permit for a retail use at his wood processing operation at 160 Lynn Road. Mr. Hitchcock and his attorney were not present to advise the Board of how they would like to proceed. Application to be kept open until next meeting.

Minutes: Meeting minutes of October 6, 2020 were reviewed. Motion to accept the Minutes was made by Board Member Valente, seconded by Board Member Daniel and approved by a vote of five (5) ayes; zero (0) nays and one (1) abstention.

Organizational:

Lot Line Adjustment proposal – per June Butler, Town Board had not discussed this proposal. Clerk Kane directed to resubmit proposal for review and comment at the Town Board's meeting on November 19, 2020.

Planning Board By-Laws Change – Motion by Chairman Russell to change Section 2. Regular Meetings of the Planning Board By-Laws to read form "...commencing at 7:30 pm..." to read "...commencing at 7 pm...". Motion was seconded by Member Daniel and was approved by five (5) ayes, one (1) nay and zero (0) abstentions.

Clerk Kane advised the Board Members that a new contact list was distributed, that there is continuing education (webinars) available from CDRPC and that the ad run in The Advertiser for the Alternate position had just appeared this past weekend and would be run again, with a few weeks to respond. The Board has received one letter of interest and resume to date.

Public Comment Period:

Chairman Russell asked if anyone wish to speak on an issue not already covered and recognized Town Board Member, June Butler. Ms. Butler distributed a copy of her wood processing proposal and copy of the Town's zoning map to the Board Members. She said that she had found no way to include the operation of wood processing within the Home Occupation category as previously discussed and therefore used the wording from the Kennel section of the Code as a template for a proposed Law change for wood processing. She stated she discussed the draft with Attorney Ryan and Chairman Russell and had received other comments to be incorporated. She is still interested in comments and suggestions from all Board Members. Chairman Russell stated the presented proposal was a good start, that there

would be much review of impact on the RA (Residential Agriculture), RR1 and RR2 zones. Further, he stated, with the Town changing, there is a need for everyone's review, maybe other situations to consider and found the inclusion of the zone map helpful when looking at boundaries. Member Heckelman stated he feels strongly that any commercial operation should not be allowed in any residential zone without the issuance of a Special Use Permit. Member Daniel feels that all commercial operations should be treated equally and consistently. He used the example that a Kennel is not allowed in RR1, so the wood processing should not be allowed. There was much discussion regarding the Kennel regulations. Member Valente stated there should be a logging category because there is so much of it throughout the Town. ZBA member McGrath spoke briefly regarding regulations for different acreage, that any proposed commercial operation over ten (10) acres would be directed to the Town Board for a PDD (Planned Development District) designation and that the designation as a PDD would stay with the property, not the property owner. Chairman Russell suggested having a workshop next week and would check on availability of the downstairs meeting room at Town Hall. Member Briggs reminded the Board Members that work needs to restart on the Town's Comprehensive Plan and the Land Use Schedule could be included in that process as well. With no one else wishing to speak, Chairman Russell stated the public comment period was closed.

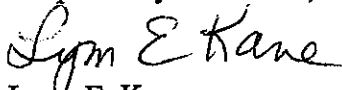
Old Business:

Shuhart – there is some minor engineering work being done.

Gush – notice sent to Mr. Gush's widow requesting direction on how to move forward. Clerk Kane advised the Board of Attorney Ryan's comments regarding need of new application, etc.

A motion to adjourn the meeting at 8:30 pm was made by Member Heckelman, seconded by Member Daniel and approved by a vote of six (6) ayes, zero (0) nays, and zero (0) abstentions.

Respectfully submitted,



Lynn E. Kane,
Planning Board Clerk



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Zoning Board of Appeals

ZONING BOARD OF APPEALS

October 13, 2020 Minutes

Poestenkill Fire Hall

Attendees:

Paul Jamison, Chairman
Kevin McGrath
Tim Hoffay
Nicole Heckelman
Frank Burzesi, Alternate

Absent:

Susan Kalafut

Chairman Jamison opened the meeting at 7:00 pm with the Pledge of Allegiance. Chairman Jamison advised the audience to sign in for contact tracing, to wear their masks and if speaking to the Board, please step away from others and speak with your mask off so that everyone can hear.

Chairman Jamison corrected the meeting Agenda to reflect that the Public Hearings for Basle and Hitchcock are both closed and are awaiting the Board's discussion and that the Board has 62 days by statute to render its decision. Chairman Jamison stated Board Member Kalafut is unavailable due to a family matter. He further welcomed new Board Alternate, Frank Burzesi, and stated Mr. Burzesi would forgo voting on this evening's matters as he has not been involved in the extensive proceedings.

Applicants:

Louis Basle
69 Abbott Drive

Code Interpretation
125.-11-17.11 (14 Abbott Drive)

Chairman Jamison asked the audience if there was anyone who wanted to comment on this, there were none. Letter from Attorney Howard was reviewed by Board Members. Chairman Jamison asked Board Members if they had any questions or discussion items prior to voting and reminded Board that the issues to address are the additional uses on-site, ones not grandfathered in, changes/expansions, etc. He discussed 1) Chip Kronau's equipment sales website and the numerous listing, including couple of new listings; 2) Chip's machine servicing (Chip had stated only company equipment); 3) the building relocation seemed to be a problem as it wasn't considered by Town Officials at the time and Board is unable to alter Building Permit at this time; and 4) the Real Estate company located on site. Kevin Kronau stated the real estate portion would not be continuing.

Board Member Heckelman questioned Kevin Kronau about the missing privacy screening that was a condition of Rensselaer County Department of Health approval dated October 19, 1982 and again as a condition to Special Use Permit issue by the Town's Planning Board

date December 6, 1984, specifically conditions #1, #2 and #4. Mr. Kronau stated that the screening was meant to be between his apartment buildings and the company site and there had never been any complaints. Member Heckelman questioned Kevin Kronau about the disturbing noise issues from Lou Basle and Keith Davis, where the loud diesel engine idle for extended period, that their presence in a residential area is unreasonable and asked if there was a way to operate without disturbing the neighbors. Chip Kronau stated his employees try to preload their trucks at end of the work day instead of early morning, sometimes there are municipal emergencies in the middle of the night and on some of the machines the safety alarms can be turned off. Chip feels he does what can be done to minimize disturbances to neighbors. Member McGrath stated the safety alarms are required for the safety of people on-site.

Chairman Jamison read Code 150-29, Screening in commercial settings in addition to the Special Use Permit and that in-place screening must be maintained in good order and continue to act as an appropriate screen at all times. Chairman Jamison has spoken to CEO, Tracy Church, regarding the screening and will contact him to request he inspect the entire site before the next meeting, that perhaps if appropriate screening was installed, Mr. Basle may find the situation easier to accept. Member McGrath reads the description of the required screening, i.e. evergreen, certain sizes, etc. Chairman Jamison said with regard to the "Sales" business on-site, that there many listings on the website. Kevin Kronau stated that the real estate business is a non-issue going forward. Member McGrath considers use to be a minor activity. Member Heckelman asked if prospective buyers come to site to exam the equipment prior to purchase. Chip Kronau stated he has prospective buyers meet him at job sites. Mr. Basle stated that currently listed on Kronau website is four pieces of equipment and 22 accessories. Mr. Basle also requested that when Tracy Church inspects the Kronau site, please have him look at the view from Mr. Basle's backyard.

Chairman Jamison stated the primary concerns of the site are the visual screening and that the noise be limited so to comply with Town Code – no noise between 10 pm to 7 am, except in emergencies and that failure to abide by the noise ordinance has a \$250 fine for each incident. Comments between Chip Kronau and the Board, with Chairman Jamison reminding that the Kronaus were never allowed to extend or expand their operation(s), the Code is very clear on this point. He also stated that while the excavating business was good before the current Code was in place, that will not be the case going forward, that commercial operations are to be located in Commercial zones. There was a number of comments back and forth. Chairman Jamison suggested that the Board work on the wording for a resolution and reconvene in two weeks to discuss and vote.

Motion to close to table until Thursday, October 29, 2020 at 7 pm at the Poestenkill Fire Hall was made by Chairman Jamison, was seconded by Member Heckelman and was approved by four (4) ayes, zero (0) nays and one (1) abstention by Member Burzesi.

Resolution: Tabled until Thursday, October 29, 2020.

Joseph Hitchcock
137.-1-23.12

Planning Board Interpretation Request
160 Lynn Rd. – firewood/sawmill

Chairman Jamison stated that two (2) letters in opposition and one (1) letter in support were received from neighbors. Chairman Jamison stated this matter should be postponed to the Thursday, October 29, 2020 meeting as there is a possibility of a tie vote, it would be best to wait until Member Kalafut returns to vote. Member McGrath said the Town Board is to discuss the District Schedule of Uses – to revise the Code and this Board is to work on suggestions to be forwarded to the Town Board. Chairman Jamison agreed that the Town Board would be considering June Butler’s proposed addition to the Schedule of Uses, not looking specifically at this situation but for future activity and he feels this review might be better handled by the Planning Board. Attorney Mandel-Clemente stated the job of the Zoning Board is to answer the question of her client’s work as “retail”, yes or no, but it is the Planning Board that would consider and grant the Special Use Permit. Chairman Jamison agreed and stated that the Board would issue a resolution of its decision. Member Hoffay stated the Town Board should be the Board to decide this issue and that the Town doesn’t seem to follow the rules consistently. Further, Member Hoffay stated that “light processing” not being allowed in the RR1 and RR2 zones are a glaring omission that needs to be addressed by the Town Board. Town Board Member Butler stated that the Town Board has had some discussion on this issue. Member McGrath stated that logging happens all around where he lives, with portable saws working on trees, sometimes huge saws and the loggers are on other people’s property. There is discussion about voting at this meeting, with Chairman Jamison stating again that it is not in anyone’s best interest to have a possible tie vote. Attorney Mandel-Clemente stated her client would be good with waiting until the return of Member Kalafut as she had been present and directly involved in the entire process. Chairman Jamison made a motion to table this matter to Thursday, October 29, 2020 at 7pm. Motion was seconded by Alternate Burzesi and was approved by five (5) ayes, zero (0) nays and zero (0) abstention.

Resolution: Tabled until Thursday, October 29, 2020.

Organizational:

Wood Processing: Town Board Member, June Butler, stated that wood processing is so common in the Town that she thinks it was unintentionally overlooked in the Code. She sees many different aspects of this issue – from forest management to personal use for heat to processing as a living. She agreed with Member McGrath at the sounds of logging can be heard non-stop, all Summer long within the RR1 and RR2 zone areas and the Town Board needs to address these uses. She again asked the Board Members to please contact her or forward to her all suggestions and comments.

Key Hole Lots: Board Members discussed the confusion of the Code requirements as pertained to road frontage of a lot versus where a house would or could be built, which is 50’ back from the front lot line. Chairman Jamison reviewed the current Code chart. Town Board Member, June Butler, stated that a Local Law of 2014 updated the Code to reflect the

addition of "...50' from the front lot line..." but the content of this Law was not put into the text of the Code, the Code was not updated at the time. The E-Code is in process of being updated. After additional discussion, it was decided the Board will review this matter at future meetings and forward all comments and suggestions to Town Board Member, Harold --- Van Slyke.

Meeting Minutes:

The Board reviewed the August 18, 2020 meeting minutes. Motion to accept the minutes as presented made by Member McGrath, seconded by Member Hoffay and was approved with a vote of four (4) ayes, zero (0) nays and one (1) abstention Alternate Burzesi.

The Board reviewed the September 8, 2020 meeting minutes. Member Hoffay revised his comments, page 5 of 6, third paragraph, sixth sentence to read "...the Code is glaring in not addressing this issue..." and seventh sentence to read "...should address Mr. Hitchcock's situation directly." Motion to accept the minutes as corrected made by Member Heckelman, seconded by Member Hoffay and was approved with a vote of four (4) ayes, zero (0) nays and one (1) abstention, Alternate Burzesi.

There being no further business, a motion to adjourn the meeting was made by Member Heckelman, seconded by Alternate Burzesi and approved by five (5) ayes, zero (0) nays and zero (0) abstentions. The meeting was adjourned at 9:15 pm.

Respectfully submitted,



Lynn E. Kane, Secretary



Zoning Board of Appeals

TOWN OF POESTENKILL

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SPECIAL MEETING AGENDA

Zoning Board of Appeals
October 29, 2020 @ 7 pm at the
Poestenkill Fire Hall, 182 Main St.

MEETING OPENS – PLEDGE OF ALLEGIANCE

Interpretations:

<u>Louis Basle</u>	<u>Code Interpretation (Non-conforming)</u>
69 Abbott Drive	125.-11-17.11 (14 Abbott Drive)

<u>Joseph Hitchcock</u>	<u>Code Interpretation (Retail Use)</u>
137.-1-23.12	160 Lynn Rd.

Approve Meeting Minutes of October 13, 2020.

Other:

Kevin McGrath	to attend October Meetings
Nicole Heckelman	to attend November Meetings
Susan Kalafut	to attend December Meetings



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Zoning Board of Appeals

ZONING BOARD OF APPEALS

October 29, 2020 Minutes

Poestenkill Fire Hall

Attendees:

Paul Jamison, Chairman

Kevin McGrath

Tim Hoffay

Nicole Heckelman

Susan Kalafut

Frank Burzesi, Alternate

Applicants:

Louis Basle

69 Abbott Drive

Code Interpretation (Non-conforming)

125.-11-17.11 (14 Abbott Drive)

Chairman Jamison read proposed resolution of Interpretation as follows:

Mr. Basle asked the Zoning Board of Appeals for an interpretation of Code 150-76 as it applies to Kevin Kronau's excavation business at 14 Abbott Drive. The business is in the R (residential) Zone where such use would generally not be permitted, but it is acknowledged that the use of the property as an excavation company pre-dated the introduction of zoning regulations and is therefore is permitted as a pre-existing, non-conforming use. However, Mr. Basle alleges that Mr. Kronau has impermissibly enlarged the business, extended the use beyond the permitted excavation business into other business and placed the use on a different portion of the lot than it was originally located, none of which are allowed by Code 150-76, a. Mr. Basle also claims that the property is not screened as required by the Town Code 150-29 and by the conditions of a Special Use Permit allowing apartments to be located on a portion of the original property which was subdivided. The Zoning Board of Appeals has considered each of these items and concludes the following:

The alleged additional uses are:

1. **Equipment Sales:** Chip Kronau has numerous construction equipment items listed for sale on his website. These are primarily used items and Mr. Kronau claims that they have been used in the operation of his business. The items listed on the website are primarily listed as "used" with a few exceptions. There is no "showroom" or lot, and no salespeople are employed by the business. We determine that this use is not separate from the use as an

2. excavation business and is therefore permitted, so long as it continues in the manner described, i.e. primarily as a means of getting rid of no longer needed equipment, and
3. **Equipment Service:** Mr. Kronau acknowledges that he is a NYS licensed service shop, but again, that this is only so that he may service equipment owned by the business. We determine that this use is not separate from the use of the excavation business and is therefore permitted, so long as it continues to service only the equipment owned by the permitted excavation company.
4. **Real Estate:** Kevin Kronau claims that he no longer operated his real estate business from this location. We determine that the real estate business is a separate use from the excavation business and that Mr. Kronau would need to seek the appropriate permission from the Town if he wished to operate a real estate business from the 14 Abbott Drive property.

The claim that the use was placed on a different portion of the lot from the original location relates to the demolition of an original structure and the construction of a new one to house certain aspects of the excavation business. Although this move seems questionable to some Members of the current Board, Mr. Kronau presented a copy of the building permits and that window is long since closed. We, therefore, determine that the new location is permissible so long as it does not undergo further changes, and

The claim that the screening of the property does not conform to requirements of the Town Code and/or prior Special Use Permit, both of which require significant screening of the business from the road and neighboring properties, to be valid. Since this issue has not been addressed by the Town Code Enforcement Officer, we defer determination on that issue to him and request that Mr. Kronau comply with the CEO's decision. With regard to the complaint about noise, we have directed Mr. Kronau to the Town Code 150-29, Noise and NYS Environmental Conservation Law, 6NYCCR, Subpart 217-3, both which describes the limitation on noise which apply to him as well as the fines which may be assessed if he is found to be out of compliance.

Chairman Jamison made a motion to accept the resolution, motion was seconded by Member Hoffay and discussion was open for comments by Members. Member Heckelman read NYS Environmental Conservation Law, 6 NYCRR, Subpart 217-3, titled Heavy Duty Vehicle Idling Law, noting that idling is for no more than five minutes at a time, with this regulation enforced by DEC Conservation Officers and listed fines from \$500 to \$18,000 in case of first violation.

Motion was approved by five (5) ayes, zero (0) nays and zero (0) abstentions.

Mr. Basle thanked the Board for their efforts and stated that is a Special Use Permit is issued in the future, it will be monitored. He also said that if the process had been done correctly forty (40) years.

Joseph Hitchcock
137.-1-23.12

Code Interpretation (Retail Use)
160 Lynn Rd.

Mr. Hitchcock's attorney has not arrived but is expected. Meeting moves on to other business in an effort to give Ms. Mandel-Clemente time.

Meeting Minutes:

The Board reviewed the October 13, 2020 meeting minutes. Chairman Jamison requested deletion of sentence on page 2, third paragraph. Motion to accept the minutes as revised made by Member Heckelman, seconded by Member McGrath and was approved with a vote of four (4) ayes, zero (0) nays and one (1) abstention Member Kalafut

Organizational:

Clerk Kane advised the Board:

- 1) An Area Variance application is include the night's packet for the November 10, 2020 meeting;
- 2) Revised Contact List
- 3) Continuing Education may be obtained by various CDRPC webinars that run through December.

Wood Processing: There was much discussion between Board Members and Town Board Member, June Butler, who continues to seek comments and suggestions on her proposed Code revision regarding wood processing in the Town. Once she compiles all information, it will be presented to Town Board as a Proposed Law and a Public Hearing would be scheduled for public comments.

Key Hole Lots: There was much discussion between Board Members and Town Board Members, June Butler and Harold Van Slyke, regarding clarifying the written Code on Key Hole Lots. Board Members are encouraged to forward comments and suggestions to Town Board Member, Harold Van Slyke.

Joseph Hitchcock

137.-1-23.12

Code Interpretation (Retail Use)

160 Lynn Rd.

Ms. Mandel-Clemente has not arrived and Mr. Hitchcock stated she would not be attending and asks for the issue to be held over until next month. Much discussion amongst the Board and it is noted that the sixty-two days (62) noted in the Code to present Board's determination will not expire until the next week. However, as it was the Planning Board that requested the interpretation and is in need of the Board's decision for its' meeting on November 4th, the Board proceeds. Chairman Jamison reads proposed resolution as follows:

It is the Zoning Board of Appeals interpretation that Joseph Hitchcock's firewood processing business does not qualify to apply for a Special Use Permit as a "Retail" use. The Town Code defines "Retail" as an "activity involving the sale of goods or services carried out for profit." and like most businesses, Mr. Hitchcock's business consists of multiple activities, and while one of those activities may involve the sale of firewood, the primary activity for which the property is currently being used involves the cutting and splitting of logs which have been delivered from other locations, into firewood. The Town Code does not attempt to define all possible uses, but mainly those which are specifically permitted in one of the Zones. That

“Light Processing”, which is permitted in a Commercial/Light Industry zone, but not the RR1 residential zone, is defined in the Code as “A use involving the manufacture and/or processing of a product, but not producing noisy or otherwise objectionable disturbances such as vibration, dust, odors or heavy truck traffic, and not involving the use of heavy machinery.” The cutting and splitting of logs into firewood is the processing of a product, but since it does produce noisy disturbances, heavy truck traffic and involves the use of heavy machinery, the firewood processing activity should be considered as simply Industry/Processing, i.e. even more intensive than Light Industry/Processing (which is already prohibited in the RR1 Zone), and not “Retail”. If Mr. Hitchcock would like to apply for a “Retail” Special Use Permit for the portion of his business which is limited to sales activity, such as receiving customers to engage in retail sales transactions of *already processed firewood*, he would be eligible to do so.

Motion made by Chairman Jamison, is seconded Member Heckelman and was approved with a vote of three (3) ayes, two (2) nays and zero (0) abstentions.

There being no further business, a motion to adjourn the meeting was made by Member Heckelman, seconded by Member Heckelman and was approved by five (5) ayes, zero (0) nays and zero (0) abstentions. The meeting was adjourned at 7:45 pm.

Respectfully submitted,

Lynn E. Kane, Secretary



Zoning Board of Appeals

TOWN OF POESTENKILL

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Zoning Board of Appeals

November 10, 2020 @ 7 pm

Town Hall

MEETING OPENS – PLEDGE OF ALLEGIANCE

Applicant:

Teresa Quell
136.-9-34.18

Area Variance
55 Chain Mountain Way

Approve Meeting Minutes of October 29, 2020.

Other:

Nicole Heckelman
Susan Kalafut
Tim Hoffay

to attend November Meetings
to attend December Meetings
to attend January Meetings



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Zoning Board of Appeals

ZONING BOARD OF APPEALS November 10, 2020 Minutes Poestenkill Town Hall

Attendees:

Paul Jamison, Chairman
Kevin McGrath
Tim Hoffay
Nicole Heckelman
Susan Kalafut
Frank Burzesi, Alternate

Applicants:

<u>Teresa Quell</u>	<u>Area Variance</u>
136.-9-34.18	55 Chain Mountain Way

Applicant Teresa Quell discussed with the Board her desire to place a 24' x 30' detached garage as close to the lot line as possible, as she plans to subdivide the parcel in the near future to allow her daughter can build a home next to her. After much discussion, Ms. Quell settled on asking for a five (5') foot setback, where a twenty (20') foot would be the minimum required. Chairman Jamison inquired if any other structures planned (no) and asked if he could visit the site to review request (yes). Ms. Quell will outline on the site exactly where she would like the garage placed. A motion was made by Member Heckelman to schedule a Public Hearing on the request of Teresa Quell to construct a detached garage with a five (5') foot setback from the Lot Line, where a twenty (20') foot setback is required per the Town Code, for Tuesday, December 8, 2020 at 7 pm at the Town Hall. Motion was seconded by Member Hoffay and was approved with a vote of five (5) ayes, zero (0) nays and zero (0) abstentions.

Resolution: Schedule Public Hearing for December 8, 2020.

Meeting Minutes:

The Board reviewed the October 29, 2020 meeting minutes. Corrections as follows: 1st paragraph, 5th line, remove "is". Last sentence to be completely with "...we wouldn't be here today." Change "if" to "is", change "proceeds" to "proceeded" and add comment from Member McGrath "I believe the operation at the Hitchcock site to be retail and feel this request for interpretation should be returned to the Planning Board to decide for themselves. If the Planning Board also agreed with the retail use, they would then be able to issue a Special Use Permit with a list of conditions and restrictions to address neighbor concerns. Motion to accept the minutes as revised made by Member Kalafut seconded by Member McGrath and was approved with a vote of five (5) ayes, zero (0) nays and zero (0) abstentions.

Organizational:

Chairman Jamison stated that a FOIL had been filed by attorney for Mr. Hitchcock, requesting all correspondence, etc. Chairman Jamison asked Board Members to review all files and forward all pertinent documents to Clerk Kane at once.

Clerk Kane advised the Board: - Continuing Education may be obtained by various CDRPC webinars that run through December. Clerk Kane directed to register all ZBA Members by Chairman Jamison

Wood Processing: Town Board Member, June Butler, handed out the updated Wood Processing proposal to Board Members. There is a workshop planned for Thursday, November 12, 2020 at 7 pm at Town Hall. Members of the Town Board, Planning Board and the Zoning Board have been invited to attend.

There being no further business, a motion to adjourn the meeting was made by Member Heckelman, seconded by Member Heckelman and was approved by five (5) ayes, zero (0) nays and zero (0) abstentions. The meeting was adjourned at 8:30 pm.

Respectfully submitted,

Lynn E. Kane, Secretary

11:05 AM
11/02/20
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
October 2020

	<u>Oct 20</u>
Expense	
Building Maintenance	
Refuse	71.55
Total Building Maintenance	<u>71.55</u>
Code 100	104.00
Equipment	
New Equipment	2,357.64
Total Equipment	<u>2,357.64</u>
Fire Prevention	1,921.92
Fire Trucks	
Fuel	40.40
Repair & Maintance	795.61
Total Fire Trucks	<u>836.01</u>
Gifts cards	200.00
I am Responding Program	3,137.00
Internet & Phone	113.01
Medical Supplies	89.18
Security Alarm	65.00
Solar	509.04
Telephone	
East Poestenkill	42.42
Main Station	54.74
Total Telephone	<u>97.16</u>
Uniforms	1,071.76
Total Expense	<u>10,573.27</u>
Net income	<u><u>-10,573.27</u></u>



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210
Poestenkill, NY 12140
(518) 283-5100 Phone
(518) 283-7550 Fax

MEMORANDUM

To: Poestenkill Town Board

From: Tom Russell, Chairman
Planning Board

Re: Lot Line Adjustment – Code #195-2

Date: ~~October 19, 2020~~ 11/16/2020 LER

The Planning Board requests that the Town Board review the attached proposal of Code #195-2, Lot Line Adjustment.

Section 1. Title.

This chapter shall be cited and may hereafter referred to as the "Town of Poestenkill Lot Line Adjustment Law".

Section 2. Legislative authority, intent and purpose.

The Town Board of the Town Of Poestenkill acknowledges and agrees that it is both necessary and desirable that residential growth and land development proceed in an orderly fashion through the application of the regulatory and administrative processes imposed by Town Law Article 16 and Chapter 195 - 2 of the Code of the Town of Poestenkill for municipal approval of the subdivision of land within the Town. However, it also believes that a lot line adjustment should not unduly burden property owners by requiring that they be required to comply with all the rules and procedures applicable to a true subdivision of lands for development as separate lots. Accordingly, it is the intent and purpose of this local law to clarify the distinction between a subdivision of land which is subject to full scrutiny, review and approval by the Town Planning Board, and a mere lot line adjustment which should be considered and permitted with a minimum burden imposed upon the involved property owner(s).

Section 3. Definitions.

For the forgoing purpose, 195-2 of Chapter 195 of the Code of the Town of Poestenkill is hereby amended by including the following definition:-

Lot Line Adjustment – The relocation or revision of the boundary of a lot to change the area of said lot and of an existing adjacent lot or lots, which revision is intended to correct boundary problems, allow transference of property between two abutting land owners and which does not create any additional number of lots. A Lot Line Adjustment shall not be considered a subdivision or a re-subdivision. Said revision may result in a non-conforming lot or lots becoming a single conforming lot and there shall be no limit to the number of adjacent non-conforming lots which may be combined to form a single conforming lot. In no event shall such revision result in the creation of more than one conforming lot. The determination as to whether any proposed action constitutes a Lot Line Adjustment in accordance with the foregoing criteria shall be within the reasonable interpretation and discretion of the Planning Board and shall only be considered upon application made and good cause shown by the owner(s) of the effected lots. If the Planning Board so determines, and provided further that the

proposed action neither creates nor increases any significant planning issues with respect to the existing or potential future use of any involved parcel(s), the Planning Board may, at its discretion, declare the proposed action to be a Lot Line Adjustment and thereby exempt such proposed action from any further subdivision review pursuant to this chapter, whereupon it shall direct the Chairperson to approve the proposed action.

Anything hereinabove to the contrary notwithstanding, in the event the Planning Board is of the opinion that the primary purpose and intent of the proposed action is to develop the effected lot(s) in circumvention of the otherwise applicable subdivision review and proceedings, the application to treat such action as a Lot Line Adjustment may properly be denied. Further, in the event the Planning Board is of the opinion that any problem of lot non-conformity may be reasonably resolved by means of an area or setback variance, the Planning Board may refer the applicant to the Zoning Board of Appeals to first apply for such relief and provide that only if such variance is denied will the proposed action be considered by the Planning Board as a Lot Line Adjustment as provided herein.

Section 4. Severability.

If any action or provision of this local law should hereafter be determined by a court of competent jurisdiction or otherwise invalid, such determination should not affect the validity of this local law as a whole or any part of this local law other than the section so declared to be unconstitutional or invalid.

Section 5. Effective date and applicability.

This local law shall take effect immediately upon filing with the Department of State. It shall apply to all applications for subdivision approval and/or boundary line adjustment submitted after said effective date, as well as to any and all such pending applications which shall not have received final approval prior to said effective date.

Zoning Changes

All zoning changes, whether text amendments or map amendments, are required to be done through local law. This includes publishing a notice in the paper explaining the zoning amendment and holding a public hearing. After the local law is passed, the local law must be filed with the NYS Secretary of State's Office.

Local Law No. # of the year 2020

A local law amending the Land Use Regulations of the Town of Poestenkill, Rensselaer County, New York by changing (adding) the following uses

Section 1. Legislative Intent

It is the intent of this local law to amend the Land Use Regulations of the Town of Poestenkill, Rensselaer County, New York (Local Law 4 of 1995), as may have been amended from time to time, to allow ...

Section 2. Authority

This local law is adopted by the Town Board of the Town of Poestenkill (hereinafter referred to as the "Town Board") pursuant to its authority to adopt local laws under Article IX of the New York State Constitution; Articles 2 and 3 of the Municipal Home Rule Law; and Article 6 of the Town Law, particularly sections 261 and 263 which authorize the Town to adopt zoning provisions that advance and protect the health, safety and welfare of the community.

Section 3. Amendment

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgement shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual,

firm or corporation, or circumstance directly involved in the controversy in which such judgement or order shall be rendered.

Section 5. Effective Date

This local aw shall take effect immediately upon filing with the Secretary of State.

END OF LAW.

Section 3 Amendment

DEFINITIONS

The following could be added to the appropriate Land Use Regulations

Charcoaling: the process of converting logs or firewood into charcoal by controlled heating.

Forestry or Silviculture: management of forested lands and wood lots following a management plan, including logging, log yards, tree planting and coppicing. Includes regular harvesting of wood.

Personal Wood Operations: includes mobile sawmills, shavings grinders, firewood processing and similar processing of logs into a finished product or commodity that is used by the owner or proprietor and not sold off-site.

Commercial Wood Operations: includes mobile sawmills, shavings grinders, firewood processing and similar processing of logs into a finished product or commodity that is used off-site or not on other properties of the proprietor.

District Schedule of Use Regulations

	R	RA	RR-1	RR-2	H	CLI	NP	PD
Forestry or Silviculture	P	P	P	P	P	P	P	P
Charcoaling				P				
Personal Wood Operations	SP	P	P	P		P		
Commercial Wood Operations		P	SP*	P		P		

WOOD OPERATIONS PRIVATE

Conducted entirely on a parcel

Carried on by the owners thereof

Is clearly incidental and secondary to the use of the property for residential purposes

Does not change the character of the neighborhood

Does not have any evidence of such secondary use except for a single sign

Places materials no closer to the abutting parcels than allowed in the District Schedule of Area and Bulk Regulations for accessory structures

WOOD OPERATIONS COMMERCIAL

Uses a building or space which may only be authorized by a special use permit

The activity shall occupy no greater percentage of the parcel than that specified in the special use permit issued by the Planning Board

Any growth in size beyond that specified by the Planning Board in the special use permit will require a new application for the greater size

A single sign is allowed and must conform to the code

Except for articles produced on the premises, no stock-in-trade shall be displayed or sold on the premises

Materials and equipment are placed no closer to the abutting parcels than allowed in the District Schedule of Area and Bulk Regulations for primary structures

There shall be permitted no sharing, letting or subletting of space for use by others

Sufficient off- street parking shall be provided as required within 150-19 of this chapter

The Planning Board may also impose the following conditions on a wood operations as deemed necessary:

The character and appearance of the proposed use, building, structures and /or outdoor signs shall be in general harmony with the character and appearance of the surrounding neighborhood

Shall not be more objectional to nearby properties by reasons of noise, fumes, vibration or lights than would be the operations of any permitted principal use

Screening may be required

Set hours of operation

The location, nature and height of the buildings, walls and fences, and the nature and intensity of intended operations will not discourage the appropriate development and use of adjacent land and buildings or impair the value thereof

All proposed buildings, structures, equipment and /or material shall be readily accessible for fire and police protection

The following text shall be added to the appropriate section of the Schedule of Fees

Permit Description	Type
Commercial Wood Operations	II
Charcoaling	II

Existing Wood Operations

The Town of Poestenkill recognizes the tradition of wood operations and forestry in the Rensselaer Plateau section of the town and also recognizes that several wood operations have been in operation in violation of the Land Use Regulations. To bring these wood operations into compliance, the operations shall have six months from the effective date of this law to submit a special use permit application to the Planning Board. All special permit fees for these operations shall be waived.



Planning Board

TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

MEMORANDUM

To: Poestenkill Town Board

From: Tom Russell, Chairman
Planning Board

Re: Lot Line Adjustment – Code #195-2

Date: October 19, 2020

The Planning Board requests that the Town Board review the attached proposal of Code #195-2, Lot Line Adjustment.

Section 1. Title.

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proposed action neither creates nor increases any significant planning issues with respect to the existing or potential future use of any involved parcel(s), the Planning Board may, at its discretion, declare the proposed action to be a Lot Line Adjustment and thereby exempt such proposed action from any further subdivision review pursuant to this chapter, whereupon it shall direct the Chairperson to approve the proposed action.

Anything hereinabove to the contrary notwithstanding, in the event the Planning Board is of the opinion that the primary purpose and intent of the proposed action is to develop the effected lot(s) in circumvention of the otherwise applicable subdivision review and proceedings, the application to treat such action as a Lot Line Adjustment may properly be denied. Further, in the event the Planning Board is of the opinion that any problem of lot non-conformity may be reasonably resolved by means of an area or setback variance, the Planning Board may refer the applicant to the Zoning Board of Appeals to first apply for such relief and provide that only if such variance is denied will the proposed action be considered by the Planning Board as a Lot Line Adjustment as provided herein.

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Section 5. Effective date and applicability.

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Planning Board

TOWN OF POESTENKILL

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Poestenkill, NY 12140
(518) 283-5100 Phone
(518) 283-7550 Fax

MEMORANDUM

To: Poestenkill Town Board

From: Tom Russell, Chairman
Planning Board

Re: Green Space – Code #195-11

Date: October 19, 2020

The Planning Board requests that the Town Board review the attached proposal of Code #195-11, Recreational Space.

Brackets indicate deletion of text

Underline indicates addition of text

195 – 11 B.

Ownership and maintenance of recreation areas within a proposed Sub-Division: When a park, playground or other recreation area shall have been shown on a plat, the approval of said plat shall not constitute an acceptance by the Town Board of such area. The Planning Board shall require the plat to be endorsed with appropriate notes to this effect. The Applicant must determine whether the recreation area is to be private for the exclusive benefit of those living in the proposed Sub-Division or whether it will be offered for dedication to the Town for all Town residents to utilize. If the recreation area is proposed to be private, the Applicant must present a plan detailing how the proposed area will be owned, maintained and the mechanism for funding such ownership and maintenance costs. If proposed area is proposed to be public for use by all Town residents, the area is to be offered for dedication to the Town, which will provide basic ongoing maintenance after the recreation area has been fully completed by the Sub-Division Applicant and the Town Board has reviewed and accepted the dedication. [The Planning Board will also require the filing of a written agreement between the ~~and~~ ^{the} Town Board covering future deed & title, dedication, subsequent provision for the cost of grading, development, equipment and maintenance of any such recreation area.] In the event the Planning Board determines that the proposed recreational area, either public or private, is not suitable or practical for the proposed Sub-Division, the Planning Board shall impose upon the Applicant a fee in-lieu of the proposed recreational area as set forth in Section 195 – 20, Section B, Paragraph 2.

195 - 20 – Paragraph A

(Last sentence) = Such area or areas may be dedicated to the Town [or the county] by the Sub-Divider if the Town Board approves such dedication.

195 – 20 – Paragraph B – Section 1 -

(Last sentence) = The Planning Board may require the developer satisfactorily grade, prepare and complete any such recreation areas shown on the plat.

195 – 20 – Paragraph B – Section 2 –

The Planning Board may require [that not less than three acres of recreational space be provided per 100 dwelling units shown on the plat. However, in no case need the amount be more than 10% of the total area of the subdivision. Such area or areas may be dedicated to the Town or county by the subdivider if the Town Board approves such dedication.] the Recreation area or areas to be a minimum of 1 Acre for Sub-Divisions up to 4 Lots, a minimum of 1.5 Acres for 5 to 10 Lots and a minimum of 2 Acres for 11 Lots or more in size. If the Planning Board determines the establishment of a Recreational Area or Areas within the proposed Sub-Division is not suitable or practical, the Developer will be assessed an "In Lieu-Of Fee" charge in the amount of \$1,250.00 per Lot for sub-divisions up to and including 4 Lots and \$ 1,500.00 per Lot for 5 or more Lots. The fee will be placed into a specific Town Trust Fund Account exclusively set-up for the establishment of or continued improvement of a Recreational Area or Areas within the Town to benefit all Town residents. All proposed dedications of recreational areas will be submitted to the Town Board for its consideration and acceptance. In the event the Town Board does not accept the proposed dedication of the subdivision recreational areas, the Developer may either pay the "In Lieu-Of Fee" or resubmit the development plan of the recreational in a form acceptable to the Town Board prior to proceeding on the proposed subdivision.

Betsy Pinho

From: Betsy Pinho <bpinho@poestenkillny.com>
Sent: Monday, November 2, 2020 8:52 AM
To: khammond@poestenkillny.com
Cc: Michelle Asquith (secpoest@nycap.rr.com)
Subject: Board of Assessment Review - Potential New Member
Attachments: Peter Sennett.pdf

Keith,

Peter Sennett is interested in becoming a Board of Assessment Review (BAR) member. Please see his attached resume. Did you want to speak to him about the position? If you want me to contact him, please let me know.

Once he is aware of the duties and time commitment, he needs to be approved by the Board. The County will require the Board Meeting minutes and/or resolution showing his appointment to the BAR. Can this topic be added to the November Board meeting?

Thanks,
Betsy

Town Of Poestenkill



Employment

Member of the Board of Assessment Review

Contact: Betsy Pinho Assessor

Address:

P.O. box 210
Poestenkill, NY 12140

Phone: 518-283-5100 ext 101

Website: /

Hours: See Notice

Pay: \$100 per year

Type: Permanent

Description:

Board of Assessment Review Vacancy:

The Town of Poestenkill is seeking a Town resident to serve on the Board of Assessment Review (BAR). The duties and responsibilities of a BAR member includes hearing assessment complaints and making impartial, objective determinations. The individual must exercise judgment and discretion regarding complaint issues. The three-member BAR meets in May for Grievance Day and again for one day in October, if needed. Training is provided by Rensselaer County. Please send a letter of interest to: Assessor's Office, Town of Poestenkill, P.O. Box 210, Poestenkill, NY 12140.

Qualifications / Education:

Must be a Town of Poestenkill resident.

How to Apply:

Submit a letter of interest (USPS or email) to Assessor Office. This is a Town Board appointment.

© 2020 Town Of Poestenkill, Rensselaer County
38 Davis Drive
PO Box 210
Poestenkill, NY 12140-0210
Phone: (518) 283-5100

Printed On October 21, 2020

PETER A. SENNETT

19 Cayuga Court • Averill Park, NY 12018 • (H) (518) 674-5524 • (Cell) (518) 461-1960

EXPERIENCE

5/05 – 10/10 Research Director, Governor's Office of Employee Relations, Albany, NY

As Director of Research, I am responsible for the overall direction and administration of the ten member Research Division. The Research Division provides analytical support to negotiating staff in preparation for fourteen separate collective bargaining units and throughout the contract implementation period. Specific responsibilities include:

- Coordinate and analyze information from outside sources, namely the Department of Civil Service (position and personnel information), the State Comptroller's Office (payroll information), and the Budget Division information systems. The analysis of this information drives the recommendations and decisions in collective bargaining and related activities.
- Prepare the State's compensation comparability case and testify to findings during arbitration proceedings with the three State Police Units and the three Security Units.
- Analyze trends in the labor relations field.
- Analyze the cost and impact of current contract provisions such as salary, salary related items and employee fringe benefits.
- Project the cost and impact of management proposals, union demands, and legislation affecting labor relations.
- Collect compensation and operational information on other employers, both public and private, and analyze New York's relative position.

2/98 – 5/05 Assistant Research Director, Governor's Office of Employee Relations, Albany, NY

As Assistant Director, I worked closely with the Director in coordinating the above activities and providing direction to the staff within the Research Division.

02/89 - 2/98 Administrative Officer, New York State Ethics Commission, Albany, NY

Under the direction of the Commission's Executive Director, I was responsible for planning and directing all administrative staff and activities of the Commission. As the Commission's first Administrative Officer, I was involved in all aspects of establishing an organization accountable for implementing the 1987 Ethics in Government Act. Specific responsibilities included:

- Responsible for the preparation and general oversight of the Commission's \$1.5 million budget.
- Responsible for the financial disclosure reporting process of 23,000 public employees.
- Responsible for the day-to-day administrative operation of the office which included the following: inventory control, purchasing, contract administration (office lease, legal research services, printing contracts), office equipment, mail services, security system installation and operation, expenditure control, telephone purchase and billing, and coordination of the agency's PC environment and computerized Ethics Tracking System.

- Responsible for coordinating the human resources function of the Commission which included the following: recommend staffing assignments and organizational reporting relationships, maintain job descriptions, justify new or upgraded positions to Division of the Budget, coordinate recruitment with the Governor's Appointments Office, maintain personnel records, oversee performance evaluation procedure, orient new employees on benefits and office procedures, and coordinate training opportunities.
- Responsible for "internal controls" adopted by the agency to provide reasonable assurance that the Ethics Commission consistently met its stated policy objectives, applicable State Law, and regulations. I was responsible for performing vulnerability assessments to identify internal control weaknesses and then to direct such in-house training and actions, as necessary, to correct those weaknesses.

12/83 - 02/89 Senior and Associate Budget Examiner, New York State Division of the Budget, Albany, NY

This position in the General Government Operations Unit included responsibility for budgeting the Governor's Office of Employee Relations and several smaller executive agency budgets. I also had budgetary oversight for major employee benefit programs, including: Employee Fringe Benefits, Collective Bargaining Agreements, and reserve funds involving Health Insurance and Workers' Compensation. Specific responsibilities included:

- Review annual budget submissions and prepare the recommendations for the Executive budget including the development of a fiscal plan after budget enactment.
- Develop fiscal projections and expenditure plans for State employee fringe benefits which approximated \$1.5 billion.
- Coordinate the preparation and review of the fringe benefit rate used to calculate reimbursement of federally funded and certain non-General fund positions.
- Budget and monitor nearly \$40 million appropriated annually for programs and benefits agreed to in the collective bargaining agreements.
- Initiate financial and managerial evaluations on labor-management programs such as Day Care, EAP's, Safety and Health, Training Development, and Employee Benefits.

07/81 - 11/83 Budget Examiner, New York State Division of the Budget, Albany, NY

This position located in the Employees Compensation and Relations Unit, was devoted to employee relations issues concerning the State's nearly 200,000 employees. Specific responsibilities included:

- Identify management objectives for negotiations and assist in planning bargaining strategies.
- Analyze union demands for fiscal and program implications for State operations.
- Participate in formal bargaining sessions with employee unions as a member of State's negotiating team.
- Evaluate employee relations legislation proposed by State agencies and make recommendation for inclusion in the Governor's legislative program.

10/83 - 01/89 Labor Relations Consultant, Municipal Management Consultants

In conjunction with three other professionals, I initiated a private consulting firm specializing in assisting small municipalities in all phases of labor relations. Specific responsibilities included:

- Act as chief negotiator in collective bargaining for several municipalities.
- Design and implement classification and salary studies.

02/81 - 07/81 Labor Relations Project Coordinator, New York State Association of Counties

This position included overall responsibility for the Labor Relations / Personnel Practices Project. Specific responsibilities included:

- Coordinate and conduct training programs on a variety of personnel related topics for county officials throughout New York State.
- Provide technical assistance to county officials in such areas as Civil Service Law, grievance administration, contract negotiations, OSHA compliance, progressive discipline, salary and benefits administration, etc.
- Prepare a variety of written reports, position papers and recommendations regarding personnel issues for the NYSAC officers and Board of Directors.
- Prepare informational articles for publication in the monthly NYSAC News.

07/77 - 02/81 Personnel Administrator, Rensselaer County Office of Labor Relations and Personnel

The responsibilities of this position focused on labor relations and personnel administration.

Specific responsibilities included:

- Prepare contract proposals outlining the County's position in collective bargaining.
- Interpret and administer county labor contracts to both management and union employees.
- Coordinated and implemented a title classification survey of all county positions.
- Supervise the County Safety Committee to ensure OSHA compliance and to minimize losses in the county's self-insurance plan for Workers' Compensation.
- Serve on the steering committee for the computerized Personnel-Payroll Management System.

EDUCATION

State University of New York at Albany, 1975-1977

Degree: Master's of Public Administration

Major: Administrative Management

LeMoyne College, Syracuse, New York, 1971-1975

Degree: Bachelor of Arts

Major: Philosophy

Betsy Pinho

From: Betsy Pinho <bpinho@poestenkillny.com>
Sent: Monday, November 16, 2020 8:54 AM
To: Michelle Asquith (secpoest@nycap.rr.com)
Cc: khammond@poestenkillny.com
Subject: Recommended BAR Member - Matthew Guilbault
Attachments: MFG Resume.docx

Michelle,

Attached is Matthew Guilbault's resume. He has expressed interest in serving on the Board of Assessment Review. He lives on Blue Factory Road. As such, he will provide a perspective from a different section of the Town since the other BAR members live on Mohawk Drive (William Weber) and Seneca Drive (Philip LaRocque). Mr. Guilbault also previously served on the Planning Board. He was made aware of the BAR member responsibilities and the compensation.

I confirmed with Sue that Mr. Guilbault, if approved by the Town Board, would complete the current vacant term, which goes through 9/30/2023, before starting another 5 year term.

Please include as an action item at the 11/19 Town Board meeting.

Thank you,
Betsy

Matthew F. Guilbault, Esq
140 Blue Factory Road, Averill Park, NY
MFGuilbault@Yahoo.com
(518) 772-9060

Mr. Guilbault is an attorney admitted to the NYS Bar and licensed to practice law. He has over 20 years of state and federal legislative, regulatory, legal and association background. He formerly served as legislative director for a majority state senator in the New York State Legislature and a prominent committee. He is a Juris Doctor graduate of Albany Law School of Union University and received his Bachelor of Arts degree Cum Laude from the College of Saint Rose.

Experience

Associate Director, State Government Affairs, Novartis, Apr 2018 – Present (2 yrs 8 mos)

Director of Government and Industry Affairs/ Legal Counsel, PIA Northeast, Sep 2007 – Apr 2018 (10 yrs 8 mos)

Education

Albany Law School, Juris Doctor, Law

The College of Saint Rose, BA, History / Political Science

Averill Park High School, Regent Diploma, Honors/Regents High School/Secondary Diploma Program

Honors & awards

2017 Member Service Award - Professional Insurance Agents, Dec 2017

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on November 19, 2020

RESOLUTION NO. __ OF THE YEAR 2020:

TO PROVIDE FOR A TWO PERCENT INCREASE IN THE RESIDENT WATER FEE

WHEREAS, The Town Board commends the Office of the Water Department for providing an essential service at one of the lowest costs per gallon in the Capital District; and

WHEREAS, the Town Board has received a request from the Water Department for a two percent increase in income to better cover its operating costs; and

WHEREAS, the Town Board computes this increase as a \$.50 increase per month in the average resident bill; and

WHEREAS, wishes to accommodate this increase due to a demonstrated need, and also in recognition of the efficient manner in which the Water Department functions; and

NOW BE IT THEREFORE RESOLVED, that the Town Board of the Town of Poestenkill, authorizes an increase in fees imposed by the Water Department from \$4.90 to \$5.00 per 1,000 gallons beginning January 1, 2021.

MOVED BY: _____

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: Yes _____

Councilman David Hass: Yes _____

Councilman Harold Van Slyke: Yes _____

Councilman Eric Wohlleber: Yes _____

Supervisor Keith Hammond Yes _____

Prepared and approved
as to form by:
John Casey, Esq.,
Town Attorney

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on November 19, 2020

RESOLUTION NO. __ OF THE YEAR 2020:

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF POESTENKILL, NEW YORK, TO FILL A VACANCY ON THE BOARD OF ASSESSMENT REVIEW

WHEREAS, there is presently a vacancy on the Board of Assessment Review; and

WHEREAS, the Town Board wishes to fill this essential position so there is no lapse in service,

NOW THEREFORE BE IT RESOLVED, Matthew Guilbault is hereby appointed to the Board of Assessment Review to complete the unexpired term of Dennis Bates ending September, 30th 2023.

MOVED BY: _____

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: Yes _____

Councilman David Hass: Yes _____

Councilman Harold Van Slyke: Yes _____

Councilman Eric Wohlleber: Yes _____

Supervisor Keith Hammond Yes _____

Prepared and approved
as to form by:
John Casey, Esq.,
Town Attorney

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on the 19th day of November, 2020.

RESOLUTION NO. __ OF 2020

**DECLARING THE WEEK OF JANUARY 24-30, 2021
SCHOOL CHOICE WEEK IN THE TOWN OF POESTENKILL**

WHEREAS, all children in the TOWN OF POESTENKILL should have access to the highest-quality education possible; and,

WHEREAS, THE TOWN OF POESTENKILL recognizes the important role that an effective education plays in preparing all students in POESTENKILL to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of POESTENKILL; and,

WHEREAS, RENSSELAER COUNTY is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE BE IT RESOLVED that the POESTENKILL TOWN BOARD hereby recognizes January 24 – 30, 2021 as “School Choice Week in the Town of Poestenkill,” and calls this observance to the attention of all citizens.

MOVED BY: _____

Prepared and approved as to form by:
John T. Casey, Town Attorney

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: _____

Councilman David Hass: _____

Councilman Harold Van Slyke: _____

Councilman Eric Wohlleber: _____

Supervisor Keith Hammond: _____



MOHAWK HUDSON
HUMANE
SOCIETY

Animal Care Center 3 Oakland Avenue, Menands, NY 12204
TEL 518.434.8128 FAX 518.434.0217

Spay/Neuter Clinic 4255 Route 50, Saratoga Springs, NY 12866
TEL 518.886.9645 FAX 518.886.9646

WEB mohawkhumane.org

October 28, 2020

Town of Poestenkill
Town Hall
38 Davis Drive
Poestenkill, NY 12140

Attn: Mr. Keith Hammond
CC: Felicia Dickinson
Re: 2021 Animal Shelter Agreement with Mohawk Hudson Humane Society

RECEIVED

OCT 31 2020

TOWN OF POESTENKILL


Mr. Keith Hammond:

Enclosed is the proposed 2021 Animal Sheltering Agreement between the Town of Poestenkill and the Mohawk Hudson Humane Society. There are several changes to the agreement this year, and we ask that you review the document carefully before returning the signed agreement. I am available to answer any questions about these policy changes.

Our decision to increase fees in 2021 comes after careful analysis of the cost of running the municipal animal sheltering program, comparison to other US cities of similar size, and the recommendations of the International City/County Management Association (ICMA) (updated based on the value of the dollar in 2020). You are presently on a "Per-Pet" plan with the Society. Considering your annual intake, this is the most cost effective plan for your municipality at present. However, should your annual intake increase, be advised that we offer annual flat fee agreements based on population size at a rates of \$3.00-\$5.00 per capita, depending on your municipality's intake trends.

Please review the enclosed contract for the year 2021 and once signed and duly executed, remit to MHHS by no later than 12/21/2020. A duly executed copy signed by a MHHS representative will then be returned to you for your records.

Sincerely,



Ashley Jeffrey Bouck, CEO

Mohawk Hudson Humane Society
3 Oakland Avenue
Menands, NY 12204

ajbouck@mohawkhumane.org
518-434-8128 ext. 202

Surrender of Owned Animal Agreement

The average cost for an animal's stay at the Mohawk and Hudson River Humane Society ("MHHS") is \$850.00. Please consider making a monetary donation toward your pet's care to help us offset this substantial expense.

Please check one of the following options:

_____ Please accept my donation of \$_____ toward the care of the pet I am surrendering today.

_____ I am unable to make a surrender donation today.

I/We hereby surrender ownership of the animal(s) named and described below. I understand that I/we am/are giving MHHS ownership of the animal(s) described below and that MHHS has the right to immediately place the animal(s) in either foster or permanent adoptive homes or euthanize it/them. I understand that I am relinquishing my legal title to the animal(s) named and described below. Any future disposition of the animal(s) named and described below will be at the complete discretion of MHHS and that MHHS will not provide updates on the animal following surrender.

I hereby waive any right of replevin that I may have against MHHS either now or in the future and agree to hold MHHS harmless from any action to recover ownership and/ or title to the below described animal(s) that may be brought by a third-party claiming ownership of the animal(s). I agree to waive any rights that I may have in the below described animal(s) under the New York State Lien Law and any rights of notice that I may have under Article 25-B of the Agriculture and Markets Law as I am voluntarily surrendering and transferring title to the below described animal(s) to MHHS.

I hereby warrant that I have legal ownership and title to the below described animal(s) and am vested with the authority to immediately transfer ownership and title to MHHS and have completed the attached questionnaire to the best of my knowledge.

Description of animal(s): _____

Sexes: _____ Approximate Age(s): _____

To your knowledge, has this animal bitten any person or animal (yes or no)? _____

If yes: Date of bite: _____

Name of person, or owner of animal, bitten: _____

Surrendering Owner's Name: _____

Surrendering Owner's Name: _____

Surrendering Owner's Signature: _____

Surrendering Owner's Signature: _____

Date: _____

Representative of Mohawk and Hudson Humane Society

Surrender of Owned Animal Agreement

The average cost for an animal's stay at the Mohawk and Hudson River Humane Society ("MHHS") is \$850.00. Please consider making a monetary donation toward your pet's care to help us offset this substantial expense.

Please check one of the following options:

_____ Please accept my donation of \$_____ toward the care of the pet I am surrendering today.

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If yes: Date of bite: _____

Name of person, or owner of animal, bitten: _____

Surrendering Owner's Name: _____

Surrendering Owner's Name: _____

Surrendering Owner's Signature: _____

Surrendering Owner's Signature: _____

Date: _____

Representative of Mohawk and Hudson Humane Society

Municipal Animal Sheltering Agreement

between

Mohawk and Hudson River Humane Society and the Town of Poestenkill

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 20____, and effective January 1, 2021 to December 31, 2021 between the Town of Poestenkill, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "Municipality" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic not-for-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "Society".

WITNESSETH

WHEREAS, the Municipality has the obligation to maintain a municipal animal shelter and to seize dogs pursuant to New York State Agriculture and Markets Law, hereinafter "Law", Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture & Markets and contained at 1 NYCRR Part 77, and the Municipality desires to obtain the services of the Society to perform such services as required by Article 7 of the Law for the Redemption Periods specified therein, and as otherwise set forth in this Agreement; and

WHEREAS, the Society maintains a shelter for dogs, cats and other animals (individually, an "Animal" or collectively, "Animals") and is desirous of entering into this Agreement to shelter and provide services to Animals brought to it from residents, Animal Control and/or Dog Control Officers, and /or police officers of the Municipality (hereinafter "Officers").

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

I. INTAKE

The Society will operate an animal shelter as required in the Law and will make itself accessible daily to the Municipality for the acceptance of dogs and cats brought to the Society by officers and residents of the Municipality, under the terms of this agreement. The Municipality must secure authorization from Society management prior to bringing any animal other than a dog(s) or a cat(s) (hereinafter "Other Animals") to the Society. The Municipality acknowledges that previous approval for a particular type of Other Animal does not imply ongoing approval, and the decision to house an animal other than a dog(s) or a cat(s) will be made on a case-by-case basis by Society management.

Society staff will aid in the entry process for animals delivered to the Society pursuant to this Agreement during business hours only. Officers of the Municipality will be given twenty-four (24) hour access, to a designated portion of Society's premises for the limited purpose of bringing animals to the Society's overnight kennels.

The Municipality acknowledges that it has examined the premises to be utilized for shelter services, or has caused same to be examined, and that it was, in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of the Society.

a. ILL AND/OR INJURED ANIMALS

The Municipality agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the Municipality's expense before being brought to the Society for sheltering. Other than prophylactic care, if veterinary care is required during the Redemption Period or during any court mandated holding period or a differing holding period of any length of time which may be required or imposed by a Court or by the Municipality due to pending legal proceedings involving the animals so sheltered, the Society will bill the Municipality for the cost of the service. The Municipality shall be responsible for all associated medical costs and, if deemed necessary, transportation and special handling of dangerous dogs to an outside veterinarian for treatment during any period of holding or sheltering. The Society's professional staff have sole discretion in determining the need for veterinary care and which dog(s) are considered dangerous under this provision requiring transport and/ or special handling by the Municipality.

b. STRAY AND "AT LARGE" ANIMALS

The Society will provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Municipal laws or ordinances, as well as stray or at large dogs and cats brought to the Society by Officers and residents of the Municipality. The Society will properly care for all dogs and cats in its care, and will make available for adoption, transfer, or will humanely euthanize seized dogs and cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs with no identified owner. The redemption period for cats with no identified owner is three (3) days and five (5) days if it is an identified cat (those bearing a tag, collar, or microchip identifying the owner). The time periods referenced herein are collectively referred to herein as the "Redemption Period". The Municipality agrees that it will inform any identified owner pursuant to the Law and will notify

the Society of the method of notification and the date which notification was given or served pursuant to the Law.

Each calendar day of the stray hold will be billed to the Municipality according to the fee schedule in section IV below.

c. OWNER SURRENDERED ANIMALS

The Society will accept animals that have been surrendered by their owner through Officers of the Municipality. The Society requires that any animal surrendered to the Society by a member of the public or by the Municipality shall have executed a copy of the Society's Animal Surrender Agreement, a copy of which is annexed hereto as Exhibit "A". The Society will assess the animal's behavior upon intake and has sole discretion in determining whether the animal is suitable for adoption. If, in the Society's opinion, the animal is not suitable for adoption due to behavioral or biological health, the animal will be humanely euthanized and the Society will bear the cost of such euthanasia.

The Municipality will incur a one-time surrender fee for owner surrendered pets, as outlined in the fee schedule in section IV below.

d. COURT ORDERED HOLDS ON DANGEROUS DOGS

The Society will provide and maintain shelter for any dog alleged to be or deemed dangerous by a Municipal justice or other Court of appropriate jurisdiction and taken into custody by an agent of the Municipality under a valid Court Order, any provision of Article 7 of the Agriculture and Markets Laws, Section 123 or any equivalent local Municipal ordinance. The Society shall properly care for such dog(s), including but not limited to the services described in I(a) herein, until the dog is removed from Society's premises by an agent of the Municipality, its owner pursuant to Court Order, or otherwise disposed of by the Court having jurisdiction over the matter.

Any Court Order regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Society for its records within twenty-four (24) hours of such order. The Municipality acknowledges and agrees that without a Court Order, the Society does not have the legal right to hold an animal against an owner's wishes; if an owner wishes to redeem said animal during the Redemption Period, the Society must comply with the owner's request to redeem under the Law. No animal ordered held will be euthanized without a duly executed Court Order for euthanasia and until any time for an appeal of such order has run, or without written consent of the owner.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

e. RABIES CONFINEMENT

The Society will also provide and maintain shelter for any dog or cat suspected of rabies when ordered to do so by any health officer of the Municipality or Health Officer for the County in which the Municipality is located for such a period as directed by said Health Officer, but in no event shall the Society keep such animal(s) in its custody any more than ten (10) calendar days as provided by the New York State Public Health Law (the "Hold Period"). At the end of the Hold Period the dog or cat is eligible to be reclaimed by its owner. Should the owner not reclaim the dog or cat at the conclusion of the Hold Period, it shall be the obligation of the Municipality to comply with the requirements of the Law regarding redemption notification as set forth in l(b) above, and the Society shall hold such animal for the applicable redemption period.

Each calendar day of the rabies confinement and subsequent redemption period will be billed to the Municipality according to the fee schedule in section IV below.

f. DECEASED STRAY ANIMALS

The Society will accept deceased stray animals with no known owner from the Municipality and hold them for five (5) days. At the expiration of the holding period, the Society will send the deceased animal for group cremation.

The Municipality will be billed for each deceased stray animal according to the fee schedule in section IV below.

g. ANIMAL CRUELTY SHELTERING

The Society shall not be required to shelter any cat, dog, or other animal which was seized by the Municipality due to allegations of abuse or neglect. In order for Society to consider accepting such animal(s) into its shelter, the Society requires that the Municipality provide a complete and accurate disclosure to an officer or director of the Society including but not limited to: full and accurate conditions in which the animal was found; the reactions/ actions of the animal during its seizure; the bite/ attack history of the animal, if known; prior reports regarding the animal; and prior dangerous dog determinations regarding the animal. Society will have the sole discretion in determining whether to accept such alleged neglected and/or abused animal(s) into its shelter.

In any and all such cases where the Society agrees to shelter, feed and water the seized allegedly abused or neglected animal(s), the Municipality shall reimburse the Society on a monthly, per animal basis commencing with the first day of confinement until the animal is returned to its owner(s) by operation of law, surrendered to the shelter by the owner or otherwise disposed of pursuant to a duly executed Court Order. With respect to applicable Court Orders, or other legal proceedings pertaining to the seizure of alleged neglected and/or abused animals,

the Society shall have access to any and all Court Orders and charging instruments, supporting depositions and other papers which authorize the seizure and provide information about the animal(s) seized. This information must be received prior to any subsequent agreement by the Society to shelter and maintain the animal(s). The Society shall keep any such Court documents, orders and other written materials regarding the animal confidential and shall not post such animals for adoption on social media or otherwise until the animal(s) are surrendered to the Society by the owner, operation of law or Court Order.

Unless a prior written agreement is made concerning any applicable security bond posting, the Municipality shall have the responsibility and shall bear the expense to seek a security bond posting pursuant to §373 of the Law. The Municipality shall advise Society as to the status of the security bond posting during the pendency of such a proceeding and shall advise Society when a judicial determination is made with regards to such bond and shall promptly provide Society a copy of such Court Order. Society agrees to cooperate with the Municipality in the submission of required documentation, affidavits and, if necessary supporting testimony should the same be required as part of the bond application.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

h. TEMPORARILY DISPLACED ANIMALS

The Society shall not be required to shelter any animal seized by the Municipality or otherwise delivered to the Society by a resident of the Municipality due to temporary displacement of such animal's owner(s) due to a fire at owner's dwelling, hospitalization of owner, incarceration of owner, displacement of owner or removal of an animal from a dwelling due to code violations or any other temporary condition. Society will accept an animal from the resident of the Municipality only upon a duly executed Animal Surrender Agreement, the form of which is annexed hereto as Exhibit "A".

I. DISPOSITION

a. REDEMPTION BY OWNER

- i. The Society will permit redemption of seized, stray or at large dogs to the lawful owners, as evidenced by a current, valid Municipal license, directly from the Society's location in Menands, New York, during the redemption period required by Law. The Municipality shall provide the owner with proof of compliance of licensure and payment of all relevant fees, and the owner of the animal shall present said proof to the Society.

All impoundment fees imposed by the Municipality will be paid to, and licenses shall be issued by, the Municipality directly to the dog's owner(s)

at the Municipal clerk's office. All impoundment, redemption, and license fees for the hold period mandated by Law shall be paid directly to and shall remain the funds of the Municipality. The Society shall not accept any such impoundment, redemption, and license fees from Municipal residents.

The Municipality shall not imply verbally or state in writing that the fees they choose to charge are set by the Society, or are Society mandated boarding fees. At all times any fees for impoundment, redemption, and licensure are the set by, collected by, and property of the Municipality, pursuant to Law and this Agreement.

- ii. The Society will permit redemption of stray cats to the lawful owners, as evidenced by veterinary records or microchip information, directly from the Society's location in Menands, New York, during posted operating hours.
- iii. The Society will permit redemption of animals released to their owners pursuant to a duly executed and delivered Order of the Court, as provided by an agent or officer of the Municipality to the Society during the Society's normal operating hours.

b. DISPOSITION BY ADOPTION OR EUTHANASIA

- i. The Society will take ownership of seized animals at the conclusion of the Redemption Period, upon execution of a Animal Surrender Agreement by such animal's owner(s) or by operation of law, and will have sole discretion in determining whether such animals are to be placed for adoption through the Society, transferred to another facility for adoption, or humanely euthanized.
- ii. The Society expressly reserves the right to refuse to perform any euthanasia on any animal for any reason, in the Society's sole discretion.
- iii. The Municipality is responsible for carrying out any and all Court Ordered euthanasia of any animal, and retains the right to bring the animal to a private veterinarian of their choosing for euthanasia services should the Society refuse to perform the euthanasia pursuant to this Agreement.
- iv. All associated costs for Court Ordered euthanasia services shall be the responsibility of the Municipality whether or not performed by Society.

II. RECORD KEEPING

- a. Upon delivery of animals to the Society, the Municipality will complete any and all intake forms required by Law, as well as those provided by the Society at the time the animals are brought to the Society for each animal. Information which may be required to be provided to Society includes but is not limited to: reason

for seizure, Redemption Period or Holding Period required by Law, and the time, date, and method of Municipal notification to owner as required by the Law.

- b. The Society will file and maintain a complete record of any seizure and subsequent disposition of any dog or cat in the manner described by the Commissioner of Agriculture & Markets, 1 NYCRR Part 78 as well as any record required by local statute or ordinance.
- c. The Society's records relative to the dispositions of any dogs seized by the Municipality shall be available for inspection by the Municipality at the regular times at which the Society's offices are normally open to the public. In addition, representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by the Law.

III. FEES FOR SERVICES

- a. Fees are accrued on a calendar day basis and are not pro-rated for partial days. Fees are accrued beginning on the first day of confinement and continue to accrue until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order.

The Municipality is responsible for providing the Society with any duly executed Court Order ending a Court Ordered hold, and will continue to accrue fees until such Court Order is provided to the Society by an agent or officer of the Municipality.

- b. The Municipality agrees to pay the Society for sheltering and other services rendered under this agreement. The following are the fees that will be charged to the Municipality:
 - i. Dogs, excluding Animal Cruelty Sheltering: \$100.00 per dog the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
 - ii. Cats or other approved animals, excluding Animal Cruelty Sheltering: \$75.00 per cat or other approved animal the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the

second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. This fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.

iii. Animal Cruelty Sheltering:

1. Dogs: \$250 per dog for the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
 2. Cats or other approved animals: \$150 per cat or other approved animal for the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
- iv. Owner Surrendered Animals: \$100.00 per dog, and \$75.00 per cat or other approved animal, surrendered to the Society via a duly executed Animal Surrender Agreement by such animal's owner(s) to the Municipality. This fee includes prophylactic care and all disposition costs, be they associated with adoption readiness, transfer, or humane euthanasia performed by the Society.
- v. Group Cremation/Dead on Arrival: \$35.00 per animal. If the animal is part of an animal cruelty investigation and a necropsy is required by Federal, State or Local Law Enforcement, Court Order or District Attorney's Office (collectively "Law Enforcement"), the cost of the necropsy and any

other requested testing shall be billed separately and shall be the responsibility of the Municipality or the Law Enforcement agency requesting such necropsy or testing.

- vi. Humane Euthanasia Services: \$110.00 per animal for humane euthanasia services performed by the Society and such fee includes disposition of the remains by group cremation.
 - vii. Large Animals: In the case of animals which are physically larger than dogs and cats, additional fees will apply and the acceptance and disposition of such animals shall be pursuant to a separate agreement with the Municipality.
 - viii. Other Animals without Prior Authorization: If the Municipality does not obtain prior authorization from the Society to house an animal other than a dog or cat, the Society will bill the Municipality \$100 per pet, per day, commencing on the first day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The Municipality will be billed separately for any specialized housing or veterinary services the Society deems necessary to humanely care for the unauthorized animal.
- c. All fees for services and sheltering rendered under this Agreement shall be paid to Society on a Net 30 basis. Society shall invoice the Municipality on a monthly basis. In the event invoices are not paid on time and in full, the Society will assess a late payment charge equivalent to ten percent (10%) of the then unpaid balance, or the maximum amount permitted by law, whichever is less. Late fees will be assessed every 30 days until the invoice and late fees have been paid in full by the Municipality.
 - d. Failure of the Municipality to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the Municipality's violation of Article 7 of the Agriculture and Markets Law.

IV. MISCELLANEOUS PROVISIONS

a. NOTICE

Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Society, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to The Mohawk and Hudson Humane Society, Inc., 3 Oakwood Avenue, Menands, New York 12204 with a copy to its counsel at: Schopf Law, PLLC, 28 Corporate Drive, Suite 103, Clifton Park, New York 12065 and by email to jgs@schopfllaw.com; and if to the Municipality, via hand

delivery to the Office of the Municipality's Clerk, or via certified mail, return receipt requested, to the Municipality's Clerk at the publicly posted mailing address for the Municipality with a copy to the Municipality's Attorney by First Class mail and email, if available. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

b. EFFECTIVE DATE

This Agreement shall become effective on January 1, 2021 and shall continue in effect until December 31, 2021. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. Notwithstanding the prior terms hereof, the Society by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the Municipality adopts any local law or ordinance or an elected official, Officer, agent, employee or Court of such Municipality issues any directive which requires the Society to perform any act inconsistent with its humane principles.

c. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction in Albany County, New York.

d. SEVERABILITY

If any part or parts of this Agreement shall be held to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

e. INDEMNIFICATION

- i. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold Society, its officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Municipality, its officers, agents or employees.
- ii. To the fullest extent permitted by law, Society shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss,

expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Society, its officers, agents or employees.

f. OTHER AGREEMENTS PERMITTED

The Municipality acknowledges and agrees that in addition to the animal welfare programs that Society performs in fulfillment of its charitable mission, the Society performs sheltering and other animal care services for other Municipal Corporations pursuant to agreements with other such Municipal Corporations. Nothing in this Agreement shall be construed to grant any right of exclusivity to the Municipality in terms of shelter services or animal care and shall not act as a prohibition or restriction upon Society from entering into sheltering agreements with other Municipal Corporations.

g. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in a writing executed by both parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

Signature

Date

Municipal Official Print Name and Title

Ashley Jeffrey Bouck
Chief Executive Officer
Mohawk & Hudson River Humane Society

Date

Municipal Animal Sheltering Agreement

between

Mohawk and Hudson River Humane Society and the Town of Poestenkill

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 20____, and effective January 1, 2021 to December 31, 2021 between the Town of Poestenkill, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "Municipality" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic not-for-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "Society".

WITNESSETH

WHEREAS, the Municipality has the obligation to maintain a municipal animal shelter and to seize dogs pursuant to New York State Agriculture and Markets Law, hereinafter "Law", Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture & Markets and contained at 1 NYCRR Part 77, and the Municipality desires to obtain the services of the Society to perform such services as required by Article 7 of the Law for the Redemption Periods specified therein, and as otherwise set forth in this Agreement; and

WHEREAS, the Society maintains a shelter for dogs, cats and other animals (individually, an "Animal" or collectively, "Animals") and is desirous of entering into this Agreement to shelter and provide services to Animals brought to it from residents, Animal Control and/or Dog Control Officers , and /or police officers of the Municipality (hereinafter "Officers").

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

I. INTAKE

The Society will operate an animal shelter as required in the Law and will make itself accessible daily to the Municipality for the acceptance of dogs and cats brought to the Society by officers and residents of the Municipality, under the terms of this agreement. The Municipality must secure authorization from Society management prior to bringing any animal other than a dog(s) or a cat(s) (hereinafter "Other Animals") to the Society. The Municipality acknowledges that previous approval for a particular type of Other Animal does not imply ongoing approval, and the decision to house an animal other than a dog(s) or a cat(s) will be made on a case-by-case basis by Society management.

Society staff will aid in the entry process for animals delivered to the Society pursuant to this Agreement during business hours only. Officers of the Municipality will be given twenty-four (24) hour access, to a designated portion of Society's premises for the limited purpose of bringing animals to the Society's overnight kennels.

The Municipality acknowledges that it has examined the premises to be utilized for shelter services, or has caused same to be examined, and that it was, in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of the Society.

a. ILL AND/OR INJURED ANIMALS

The Municipality agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the Municipality's expense before being brought to the Society for sheltering. Other than prophylactic care, if veterinary care is required during the Redemption Period or during any court mandated holding period or a differing holding period of any length of time which may be required or imposed by a Court or by the Municipality due to pending legal proceedings involving the animals so sheltered, the Society will bill the Municipality for the cost of the service. The Municipality shall be responsible for all associated medical costs and, if deemed necessary, transportation and special handling of dangerous dogs to an outside veterinarian for treatment during any period of holding or sheltering. The Society's professional staff have sole discretion in determining the need for veterinary care and which dog(s) are considered dangerous under this provision requiring transport and/ or special handling by the Municipality.

b. STRAY AND "AT LARGE" ANIMALS

The Society will provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Municipal laws or ordinances, as well as stray or at large dogs and cats brought to the Society by Officers and residents of the Municipality. The Society will properly care for all dogs and cats in its care, and will make available for adoption, transfer, or will humanely euthanize seized dogs and cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs with no identified owner. The redemption period for cats with no identified owner is three (3) days and five (5) days if it is an identified cat (those bearing a tag, collar, or microchip identifying the owner). The time periods referenced herein are collectively referred to herein as the "Redemption Period". The Municipality agrees that it will inform any identified owner pursuant to the Law and will notify

the Society of the method of notification and the date which notification was given or served pursuant to the Law.

Each calendar day of the stray hold will be billed to the Municipality according to the fee schedule in section IV below.

c. OWNER SURRENDERED ANIMALS

The Society will accept animals that have been surrendered by their owner through Officers of the Municipality. The Society requires that any animal surrendered to the Society by a member of the public or by the Municipality shall have executed a copy of the Society's Animal Surrender Agreement, a copy of which is annexed hereto as Exhibit "A". The Society will assess the animal's behavior upon intake and has sole discretion in determining whether the animal is suitable for adoption. If, in the Society's opinion, the animal is not suitable for adoption due to behavioral or biological health, the animal will be humanely euthanized and the Society will bear the cost of such euthanasia.

The Municipality will incur a one-time surrender fee for owner surrendered pets, as outlined in the fee schedule in section IV below.

d. COURT ORDERED HOLDS ON DANGEROUS DOGS

The Society will provide and maintain shelter for any dog alleged to be or deemed dangerous by a Municipal justice or other Court of appropriate jurisdiction and taken into custody by an agent of the Municipality under a valid Court Order, any provision of Article 7 of the Agriculture and Markets Laws, Section 123 or any equivalent local Municipal ordinance. The Society shall properly care for such dog(s), including but not limited to the services described in I(a) herein, until the dog is removed from Society's premises by an agent of the Municipality, its owner pursuant to Court Order, or otherwise disposed of by the Court having jurisdiction over the matter.

Any Court Order regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Society for its records within twenty-four (24) hours of such order. The Municipality acknowledges and agrees that without a Court Order, the Society does not have the legal right to hold an animal against an owner's wishes; if an owner wishes to redeem said animal during the Redemption Period, the Society must comply with the owner's request to redeem under the Law. No animal ordered held will be euthanized without a duly executed Court Order for euthanasia and until any time for an appeal of such order has run, or without written consent of the owner.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

e. RABIES CONFINEMENT

The Society will also provide and maintain shelter for any dog or cat suspected of rabies when ordered to do so by any health officer of the Municipality or Health Officer for the County in which the Municipality is located for such a period as directed by said Health Officer, but in no event shall the Society keep such animal(s) in its custody any more than ten (10) calendar days as provided by the New York State Public Health Law (the "Hold Period"). At the end of the Hold Period the dog or cat is eligible to be reclaimed by its owner. Should the owner not reclaim the dog or cat at the conclusion of the Hold Period, it shall be the obligation of the Municipality to comply with the requirements of the Law regarding redemption notification as set forth in I(b) above, and the Society shall hold such animal for the applicable redemption period.

Each calendar day of the rabies confinement and subsequent redemption period will be billed to the Municipality according to the fee schedule in section IV below.

f. DECEASED STRAY ANIMALS

The Society will accept deceased stray animals with no known owner from the Municipality and hold them for five (5) days. At the expiration of the holding period, the Society will send the deceased animal for group cremation.

The Municipality will be billed for each deceased stray animal according to the fee schedule in section IV below.

g. ANIMAL CRUELTY SHELTERING

The Society shall not be required to shelter any cat, dog, or other animal which was seized by the Municipality due to allegations of abuse or neglect. In order for Society to consider accepting such animal(s) into its shelter, the Society requires that the Municipality provide a complete and accurate disclosure to an officer or director of the Society including but not limited to: full and accurate conditions in which the animal was found; the reactions/ actions of the animal during its seizure; the bite/ attack history of the animal, if known; prior reports regarding the animal; and prior dangerous dog determinations regarding the animal. Society will have the sole discretion in determining whether to accept such alleged neglected and/or abused animal(s) into its shelter.

In any and all such cases where the Society agrees to shelter, feed and water the seized allegedly abused or neglected animal(s), the Municipality shall reimburse the Society on a monthly, per animal basis commencing with the first day of confinement until the animal is returned to its owner(s) by operation of law, surrendered to the shelter by the owner or otherwise disposed of pursuant to a duly executed Court Order. With respect to applicable Court Orders, or other legal proceedings pertaining to the seizure of alleged neglected and/or abused animals,

the Society shall have access to any and all Court Orders and charging instruments, supporting depositions and other papers which authorize the seizure and provide information about the animal(s) seized. This information must be received prior to any subsequent agreement by the Society to shelter and maintain the animal(s). The Society shall keep any such Court documents, orders and other written materials regarding the animal confidential and shall not post such animals for adoption on social media or otherwise until the animal(s) are surrendered to the Society by the owner, operation of law or Court Order.

Unless a prior written agreement is made concerning any applicable security bond posting, the Municipality shall have the responsibility and shall bear the expense to seek a security bond posting pursuant to §373 of the Law. The Municipality shall advise Society as to the status of the security bond posting during the pendency of such a proceeding and shall advise Society when a judicial determination is made with regards to such bond and shall promptly provide Society a copy of such Court Order. Society agrees to cooperate with the Municipality in the submission of required documentation, affidavits and, if necessary supporting testimony should the same be required as part of the bond application.

Each calendar day of the Court Ordered hold will be billed to the Municipality according to the fee schedule in section IV below.

h. TEMPORARILY DISPLACED ANIMALS

The Society shall not be required to shelter any animal seized by the Municipality or otherwise delivered to the Society by a resident of the Municipality due to temporary displacement of such animal's owner(s) due to a fire at owner's dwelling, hospitalization of owner, incarceration of owner, displacement of owner or removal of an animal from a dwelling due to code violations or any other temporary condition. Society will accept an animal from the resident of the Municipality only upon a duly executed Animal Surrender Agreement, the form of which is annexed hereto as Exhibit "A".

I. DISPOSITION

a. REDEMPTION BY OWNER

- i. The Society will permit redemption of seized, stray or at large dogs to the lawful owners, as evidenced by a current, valid Municipal license, directly from the Society's location in Menands, New York, during the redemption period required by Law. The Municipality shall provide the owner with proof of compliance of licensure and payment of all relevant fees, and the owner of the animal shall present said proof to the Society.

All impoundment fees imposed by the Municipality will be paid to, and licenses shall be issued by, the Municipality directly to the dog's owner(s)

at the Municipal clerk's office. All impoundment, redemption, and license fees for the hold period mandated by Law shall be paid directly to and shall remain the funds of the Municipality. The Society shall not accept any such impoundment, redemption, and license fees from Municipal residents.

The Municipality shall not imply verbally or state in writing that the fees they choose to charge are set by the Society, or are Society mandated boarding fees. At all times any fees for impoundment, redemption, and licensure are the set by, collected by, and property of the Municipality, pursuant to Law and this Agreement.

- ii. The Society will permit redemption of stray cats to the lawful owners, as evidenced by veterinary records or microchip information, directly from the Society's location in Menands, New York, during posted operating hours.
- iii. The Society will permit redemption of animals released to their owners pursuant to a duly executed and delivered Order of the Court, as provided by an agent or officer of the Municipality to the Society during the Society's normal operating hours.

b. DISPOSITION BY ADOPTION OR EUTHANASIA

- i. The Society will take ownership of seized animals at the conclusion of the Redemption Period, upon execution of a Animal Surrender Agreement by such animal's owner(s) or by operation of law, and will have sole discretion in determining whether such animals are to be placed for adoption through the Society, transferred to another facility for adoption, or humanely euthanized.
- ii. The Society expressly reserves the right to refuse to perform any euthanasia on any animal for any reason, in the Society's sole discretion.
- iii. The Municipality is responsible for carrying out any and all Court Ordered euthanasia of any animal, and retains the right to bring the animal to a private veterinarian of their choosing for euthanasia services should the Society refuse to perform the euthanasia pursuant to this Agreement.
- iv. All associated costs for Court Ordered euthanasia services shall be the responsibility of the Municipality whether or not performed by Society.

II. RECORD KEEPING

- a. Upon delivery of animals to the Society, the Municipality will complete any and all intake forms required by Law, as well as those provided by the Society at the time the animals are brought to the Society for each animal. Information which may be required to be provided to Society includes but is not limited to: reason

for seizure, Redemption Period or Holding Period required by Law, and the time, date, and method of Municipal notification to owner as required by the Law.

- b. The Society will file and maintain a complete record of any seizure and subsequent disposition of any dog or cat in the manner described by the Commissioner of Agriculture & Markets, 1 NYCRR Part 78 as well as any record required by local statute or ordinance.
- c. The Society's records relative to the dispositions of any dogs seized by the Municipality shall be available for inspection by the Municipality at the regular times at which the Society's offices are normally open to the public. In addition, representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by the Law.

III. FEES FOR SERVICES

- a. Fees are accrued on a calendar day basis and are not pro-rated for partial days. Fees are accrued beginning on the first day of confinement and continue to accrue until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order.

The Municipality is responsible for providing the Society with any duly executed Court Order ending a Court Ordered hold, and will continue to accrue fees until such Court Order is provided to the Society by an agent or officer of the Municipality.

- b. The Municipality agrees to pay the Society for sheltering and other services rendered under this agreement. The following are the fees that will be charged to the Municipality:
 - i. Dogs, excluding Animal Cruelty Sheltering: \$100.00 per dog the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
 - ii. Cats or other approved animals, excluding Animal Cruelty Sheltering: \$75.00 per cat or other approved animal the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the

second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. This fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.

iii. Animal Cruelty Sheltering:

1. Dogs: \$250 per dog for the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
 2. Cats or other approved animals: \$150 per cat or other approved animal for the first day of confinement and \$50.00 per cat or other approved animal per day commencing on the second day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.
- iv. Owner Surrendered Animals: \$100.00 per dog, and \$75.00 per cat or other approved animal, surrendered to the Society via a duly executed Animal Surrender Agreement by such animal's owner(s) to the Municipality. This fee includes prophylactic care and all disposition costs, be they associated with adoption readiness, transfer, or humane euthanasia performed by the Society.
- v. Group Cremation/Dead on Arrival: \$35.00 per animal. If the animal is part of an animal cruelty investigation and a necropsy is required by Federal, State or Local Law Enforcement, Court Order or District Attorney's Office (collectively "Law Enforcement"), the cost of the necropsy and any

other requested testing shall be billed separately and shall be the responsibility of the Municipality or the Law Enforcement agency requesting such necropsy or testing.

- vi. Humane Euthanasia Services: \$110.00 per animal for humane euthanasia services performed by the Society and such fee includes disposition of the remains by group cremation.
 - vii. Large Animals: In the case of animals which are physically larger than dogs and cats, additional fees will apply and the acceptance and disposition of such animals shall be pursuant to a separate agreement with the Municipality.
 - viii. Other Animals without Prior Authorization: If the Municipality does not obtain prior authorization from the Society to house an animal other than a dog or cat, the Society will bill the Municipality \$100 per pet, per day, commencing on the first day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The Municipality will be billed separately for any specialized housing or veterinary services the Society deems necessary to humanely care for the unauthorized animal.
- c. All fees for services and sheltering rendered under this Agreement shall be paid to Society on a Net 30 basis. Society shall invoice the Municipality on a monthly basis. In the event invoices are not paid on time and in full, the Society will assess a late payment charge equivalent to ten percent (10%) of the then unpaid balance, or the maximum amount permitted by law, whichever is less. Late fees will be assessed every 30 days until the invoice and late fees have been paid in full by the Municipality.
 - d. Failure of the Municipality to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the Municipality's violation of Article 7 of the Agriculture and Markets Law.

IV. MISCELLANEOUS PROVISIONS

a. NOTICE

Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Society, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to The Mohawk and Hudson Humane Society, Inc., 3 Oakwood Avenue, Menands, New York 12204 with a copy to its counsel at: Schopf Law, PLLC, 28 Corporate Drive, Suite 103, Clifton Park, New York 12065 and by email to jgs@schopf.com; and if to the Municipality, via hand

delivery to the Office of the Municipality's Clerk, or via certified mail, return receipt requested, to the Municipality's Clerk at the publicly posted mailing address for the Municipality with a copy to the Municipality's Attorney by First Class mail and email, if available. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

b. EFFECTIVE DATE

This Agreement shall become effective on January 1, 2021 and shall continue in effect until December 31, 2021. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. Notwithstanding the prior terms hereof, the Society by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the Municipality adopts any local law or ordinance or an elected official, Officer, agent, employee or Court of such Municipality issues any directive which requires the Society to perform any act inconsistent with its humane principles.

c. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction in Albany County, New York.

d. SEVERABILITY

If any part or parts of this Agreement shall be held to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

e. INDEMNIFICATION

- i. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold Society, its officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Municipality, its officers, agents or employees.
- ii. To the fullest extent permitted by law, Society shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss,

expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Society, its officers, agents or employees.

f. OTHER AGREEMENTS PERMITTED

The Municipality acknowledges and agrees that in addition to the animal welfare programs that Society performs in fulfillment of its charitable mission, the Society performs sheltering and other animal care services for other Municipal Corporations pursuant to agreements with other such Municipal Corporations. Nothing in this Agreement shall be construed to grant any right of exclusivity to the Municipality in terms of shelter services or animal care and shall not act as a prohibition or restriction upon Society from entering into sheltering agreements with other Municipal Corporations.

g. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in a writing executed by both parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

Signature

Date

Municipal Official Print Name and Title

Ashley Jeffrey Bouck
Chief Executive Officer
Mohawk & Hudson River Humane Society

Date

THE
ASSOCIATION OF TOWNS

OF THE
STATE OF NEW YORK

150 State Street
Albany, NY 12207

Telephone
Area Code 518 – 465-7933
Fax # 518 – 465-0724

LORI A. MITHEN-DeMAST
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director

October 31, 2020

Dear Town Clerk:

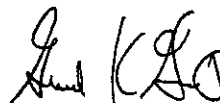
I'm writing to remind your town to assign a delegate (and an alternate) to attend our Annual Business Meeting with the purpose of electing the president, five vice presidents and voting on the Association's annual legislative platform. Assignments should be made to town officials who plan on attending the 2021 Training School and Annual Meeting (virtually), to be held President's Week in February.

To assign your delegate: The town board must adopt a resolution designating its delegate (and alternate). The alternate will assume delegate voting responsibilities if, the delegate cannot vote for any reason. After the resolution complete and submit the enclosed Certificate of Designation to us no later than **February 5, 2021**.

Important dates for the delegate: Information about the dates, times and virtual locations the delegate will need to attend will be forthcoming. Typically, they can attend an optional hearing to ask questions or offer comments about the proposed resolutions, and then they need to attend the Annual Business Meeting, at which point the entire proposed legislative platform will be voted on.

A note about membership dues: For a delegate to cast their vote at the Annual Business Meeting, your town's 2021 dues must be received in the office by February 5, 2021. We are unable to apply dues payments received by mail in our office after that date, no exceptions.

Kindest regards,



Gerald K. Geist
Executive Director

CERTIFICATE OF DESIGNATION

This form must be filed with:

THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK, 150 STATE STREET, ALBANY, NY 12207

No later than FEBRUARY 5, 2021

In order to establish eligibility and credentials to vote at the 2021 Business Session

**TO: THE OFFICERS AND MEMBERS OF
The Association of Towns of the State of New York**

To Ensure Correct Spelling On Badges, Please Print Or Type

I, _____, Town Clerk of the Town of _____

in the County of _____ and State of New York DD HEREBY CERTIFY

that the town board of the aforesaid town has duly designated the following named person to attend the Annual Business Session of the Association of Towns of the State of New York, to be held during Presidents' Week, February 2021, virtually, and to cast the vote of the aforesaid town, pursuant to §6 of Article III of the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In the absence of the person so designated, the following named person has been designated to cast the vote of said town:

NAME OF ALTERNATE _____

TITLE _____ E-MAIL ADDRESS _____

ADDRESS _____

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town

this _____ day of _____, 20____.

Town Clerk

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on November 19, 2020

RESOLUTION NO. __ OF THE YEAR 2020:

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF POESTENKILL, NEW YORK, TO HONOR BOB BRUNET ON THE OCCASION OF HIS 80th BIRTHDAY

WHEREAS, Bob Brunet is a true gentleman and has served the residents of the Town of Poestenkill for nearly ten years; and

WHEREAS, has excelled in the positions of as Code Enforcement/Building Inspector and Water Manager and has been an invaluable resource for town residents; and

WHEREAS, Bob provides professional, courteous, and friendly service to all town residents; and

WHEREAS, Bob promotes a working environment of cooperation, collaboration, and the highest ethics; and

WHEREAS, Bob's effort and experience has saved town taxpayers significantly over the years through strategic planning; and

WHEREAS, Bob loves to tell a good story his keen memory brings his stories of even fifty years ago vividly alive, as if the events occurred yesterday,

WHEREAS, the only thing Bob loves more than sweets is talking with pride about his family;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Poestenkill pause in its deliberations to officially recognize Bob on the occasion of his 80th birthday, thanking him for his loyal service to the residents of Poestenkill, and wishing him many more happy and healthy years.

MOVED BY: _____

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: Yes _____

Councilman David Hass: Yes _____

Councilman Harold Van Slyke: Yes _____

Councilman Eric Wohlleber: Yes _____

Supervisor Keith Hammond Yes _____

Prepared and approved
as to form by:
John Casey, Esq.,
Town Attorney

Michelle Asquith

From: jackcaseyj@aol.com
Sent: Thursday, November 12, 2020 2:17 PM
To: tcpoest@nycap.rr.com
Cc: khammond@poestenkilny.com; wohlleber.eric@gmail.com; jross@adamrosscutstone.com; vanslykebelt@gmail.com; dh@hassmfg.com
Subject: Re: Special Election for the Ambulance District

Greetings:

Last week I sent out a memo detailing how a special election must be conducted.

The Town Board must pass a resolution setting forth

- (1) date of the special election,
- (2) hours of opening and closing the poll
- (3) the proposition to be voted on in full
- (4) the place or places of holding the election

I am preparing such a resolution for our November 19, 2020 meeting, and I have a couple of questions.

The Special Election must be held at least 90 days but no more than 105 from the date we passed the resolution. That was passed September 17, and so 90 days would be December 15, and 105 would be December 30, so the election should be dropped in that time period.

Electors would be all Poestenkil residents registered to vote at the Board of Elections, including military.

So, before I draft the resolution, I would need a date from Sue and anyone else who has an idea of what would work best.

The election must be at least six consecutive hours and to embrace all those who have jobs at varying hours, we probably should run it 8 or 10 hours. I'd recommend holding it at Town Hall. The text is quite simple as set forth below:

Notice Posted and Published at least Ten Days before Election

The town clerk must cause to be published a notice at least ten days before the election setting forth the details of the special election. (Town Law, §82)

The Notice must at a minimum contain the following information (Town Law, §82):

- Time of the Special Election

- Date of the Special Election
- Place or places where the Special Election will be held
- Hours during which the polls will remain open for the purpose of receiving ballots
- Full text of all propositions to be voted upon

Publish the Notice in a Newspaper

The town clerk shall publish notice of a special town election in a newspaper published in the town, if there be any, or, if there be none, in a newspaper published in the county having general circulation in the town. The first publication of such notice shall be at least ten days prior to the time of such special election. (Town Law, §82)

Post the Notice on the Town Clerk’s Sign Board

In addition, the town clerk must post a copy of such notice on the town clerk’s sign-board at least ten days prior to such election. (Town Law, §82)

Sample Notice of Special Election

NOTICE IS HEREBY GIVEN that pursuant to section 12 and section 92 of the Town Law, a special election of the qualified voters of the Town of _____, _____ County, New York, will be held at _____ in _____, New York, in said Town, on _____ day of _____, 20____, between the hours of _____ o’clock ___M and _____ o’clock ___M. (EST or DST) for the purpose of voting on the adoption or rejection of a resolution adopted by the Town Board of said Town on _____ day of _____, 20____, which resolution provides for the change of classification of such town from a town of the second class to that of a town of the first class.

The polls will be open for the receipt of ballots during the aforesaid hours and ballots will be substantially in the following form, to wit:

Proposition for the Voter’s Consideration

Where a special election is required, the town clerk must prepare the proposition with the advice of the town attorney and submit it to the town board. (Town Law, §92)

PROPOSITION

Shall the qualified electors of the Town of Poestenkill in the County of Rensselaer approve the resolution adopted by the Town Board on September 17, 2020, which created an Ambulance Taxing District within the boundaries of the Town subject to a referendum?

BY ORDER OF THE TOWN BOARD
 OF THE TOWN OF _____
 By _____
 Town Clerk

Dated: _____, 20 ____

The proposition, if approved next week, would then go before the voters for approval or disapproval. A simple YEA or NAY would work on a paper ballot to be deposited in the ballot box. Identification of voters would be conducted from the voter rolls which we'd obtain from the County Board of Elections.

I think that about does it. Please let me know what date would be optimal for the election and whether the language of the proposition is clear enough. Please e-mail me with any concerns and we can talk early next week if you need to.

JACK

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at Town Hall at 7:00 P.M. on November 19, 2020

RESOLUTION NO. __ OF THE YEAR 2020:

**RESOLUTION OF THE TOWN BOARD OF
THE TOWN OF POESTENKILL, NEW YORK,
CREATING THE POESTENKILL
AMBULANCE DISTRICT PURSUANT TO
TOWN LAW ARTICLE 12-A, SUBJECT TO A
REFERENDUM**

WHEREAS, on September 17, 2020 the Poestenkill Town Board, following a duly posted public hearing, at which all members of the public were given an opportunity to be heard, passed a resolution to create the Poestenkill Ambulance District pursuant to Town Law article 12-A, subject to a referendum under Town Law 94; and

WHEREAS, the Town Clerk caused a certified copy thereof to be filed in the office of the state department of audit and control at Albany, New York pursuant to Town Law 209-g; and

WHEREAS, a special Town of Poestenkill election needs to be held pursuant to Town Law 209-e and Town Law 94 in order to fulfill the referendum requirement of the resolution; and

WHEREAS, the COVID-19 pandemic has interfered with gatherings of every kind and would increase the exposure of voters at the special election, and could suppress the vote of persons not willing to risk exposure; and

WHEREAS, the requisite map, plan and report (MPR) was filed August 13, 2020 in the office of the Town Clerk, and was made available for public inspection at that location; and

WHEREAS, said map, plan and report proposes the establishment of a single town-wide ambulance district, including any preliminary costs and costs incidental to such establishment (collectively, the "Project"); and

WHEREAS, the proposed District boundaries are the same as the Town boundaries; and

WHEREAS, there are no construction costs associated with the project; and

WHEREAS, the costs of operating the District will be accounted on an annual basis, and the costs will be assessed on an *ad valorem* basis to all properties located within the District, except as otherwise provided by law; and

WHEREAS, operating costs will be paid by the assessment, levy and collection from the several lots and parcels of land within the District for such purpose in the same manner and at the same time as other town charges, except as otherwise provided by law; and

WHEREAS, the expected average annual cost to the Typical Property (as defined by Town Law) in the proposed District (which is a single family home with an assessed value of \$225,000) during the first year will be approximately \$85.18; and

NOW, THEREFORE, BE IT RESOLVED and the Board hereby determines:

1. That the notice of public hearing was duly published and posted as required by law and is otherwise sufficient.
2. That all properties and property owners benefited are included in the District.
3. That all properties and property owners included in the District are benefited thereby.
4. That it is in the public interest to establish the District.
5. That in the opinion of the Board, none of the properties included in the District will be unduly burdened by the creation of the District; and be it further

RESOLVED, that the Town Board's resolution of September 17, 2020 creation of the Poestenkill Ambulance District in compliance with Town Law article 12-A, be affirmed and ratified; and be it further

RESOLVED, that because of the COVID-19 pandemic the Special Election pursuant to Town Law 91 and 94 be postponed until further notice of the Town Board.

DATED: November 19, 2020

MOVED BY: _____

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: Yes _____

Councilman David Hass: Yes _____

Councilman Harold Van Slyke: Yes _____

Councilman Eric Wohlleber: Yes _____

Supervisor Keith Hammond Yes _____

Prepared and approved
as to form by:
John Casey, Esq.,

THE TOWN CLERK'S ELECTION DUTIES

The town clerk has many responsibilities regarding special town elections held pursuant to article 6 of the Town Law. This chapter is intended to provide the town clerk with general information regarding special town elections. Individual issues may require additional procedures and therefore the town clerk should work with the town attorney and the county board of elections with respect to conducting special town elections.

Town Elections

Term "town election" means either biennial or special town election. (3 Op. St Compt. 361, 1947)

- **Biennial Town Elections**

A biennial town election is a town election held for the election of town officers and consideration of propositions. The biennial town election is held on the Tuesday next succeeding the first Monday in November of every odd-numbered year. (Town Law §80) Essentially, a biennial town election is held in conjunction with the general election.

- **Biennial Town Elections in the County of Broome**

Biennial town elections in the several towns of the county of Broome, for the election of town officers and for the consideration of such questions as may be proposed by the town board or the duly qualified electors, pursuant to the provisions of this chapter, shall be held on the Tuesday next succeeding the first Monday in November of every even-numbered year. (Town Law, §86) Essentially, a biennial town election is held in conjunction with the general election.

- **Special Town Elections**

All other town elections are special elections. (Town Law, §§80; 86)

Propositions Submitted to Voters during a Biennial or General Election

The provisions of the New York State Election Law govern any ballot question submitted to the voters of any county, city, town or village at the time of a general election. (Election Law, §1-102) The town clerk should work with the county board of elections in order to properly submit information to the county for placement of a town proposition on the ballot during a general election.

Propositions Going Before the Voters at General Election

At least three months prior to the general election, the town clerk must transmit to county board of elections a certified copy of the text of such proposal, proposition or referendum and a statement

of the form in which it is to be submitted. If a special election is to be held, such transmittal shall also give the date of such election. (Election Law, §4-108 (1-b)) The town clerk should work with the town attorney and the county board of elections regarding the proper procedures, format and content of the submissions to the county board of elections.

State Law Regarding the Conduct of Special Town Elections

- A town special election is conducted pursuant to article 6 of the Town Law and where applicable, and to the extent practicable, the Election Law. (Town Law, §83; Election Law, §1-102)
- Where applicable and to the extent practicable, the town clerk should conduct a town special election in accordance with the following provisions of the Election Law:
 - The Conduct of the Special Election (Town Law, §83; Article 8 of the Election Law)
 - The Registration of Voters (Town Law, §84; Article 5 of the Election Law)
 - The Canvassing of Votes of the Special Election (Town Law, §83; Article 9 of the Election Law)
 - The Certification of Results of the Special Election (Town Law, §83; Article 9 of the Election Law)
 - Absentee ballots for special town elections; special provisions (Town Law §84-a; articles 8 and 10 of the Election Law)
 - Supplies are provided by the town clerk (Election Law, §4-128 (1))
- The town should make every reasonable effort to comply with statutory requirements intended to make town elections more effective, convenient and efficient. Requirements that fall within these categories are considered directory and substantial compliance or equivalence will be acceptable. (*D'Addario v. McNab*, 32 N.Y.2d 84, 295 N.E.2d 792, 343 N.Y.S.2d 124 [1973])

Town Board Responsibilities Regarding Special Town Elections

Timing of Special Town Elections

A special town election is generally triggered by the submission of a petition pursuant to Town Law, §91 or the adoption of a resolution pursuant to Town Law, §94. Please note that there are many other statutes that might give rise to special elections but these are the two most common.

If such petition is filed or town board resolution is adopted not more than 105 days nor less than 90 days prior to a **biennial** town election, a proposition for the approval of such act or resolution shall be submitted at such biennial town election. (Town Law, §§91, §94)

If a petition is filed or town board resolution is adopted at any other time, a proposition for the approval of such act or resolution shall be submitted at a **special** town election to be held not less than 90 nor more than 105 days after the filing of such petition or the adoption of such resolution. (Town Law, §§91, 94)

Town Board Schedules Special Elections

Special Elections are called by resolution of the town board. (Town Law, §82)

The town board must adopt a resolution at least twenty days before the special election, setting the:

- (1) date of the special election,
- (2) hours of opening and closing the poll
- (3) the proposition to be voted on in full
- (4) the place or places of holding the election

If the town board shall designate more than one voting place, the resolution and the notice shall specify the place at which the qualified voters of each election district shall vote.

Notice of Special Town Elections

Proper compliance with statutory notice requirements is jurisdictional, which means that the failure to properly comply may result in the election results being nullified. Actual Notice or substantial equivalences are generally not acceptable substitutes. (Town Law, §82; *D'Addario v. McNab*, 32 N.Y.2d 84, 295 N.E.2d 792, 343 N.Y.S.2d 124 (1973))

Notice Posted and Published at least Ten Days before Election

The town clerk must cause to be published a notice at least ten days before the election setting forth the details of the special election. (Town Law, §82)

The Notice must at a minimum contain the following information (Town Law, §82):

- Time of the Special Election
- Date of the Special Election
- Place or places where the Special Election will be held
- Hours during which the polls will remain open for the purpose of receiving ballots
- Full text of all propositions to be voted upon

Publish the Notice in a Newspaper

The town clerk shall publish notice of a special town election in a newspaper published in the town, if there be any, or, if there be none, in a newspaper published in the county having general circulation in the town.

The first publication of such notice shall be at least ten days prior to the time of such special election. (Town Law, §82)

Post the Notice on the Town Clerk's Sign Board

In addition, the town clerk must post a copy of such notice on the town clerk's sign-board at least ten days prior to such election. (Town Law, §82)

Sample Notice of Special Election

NOTICE IS HEREBY GIVEN that pursuant to section 12 and section 92 of the Town Law, a special election of the qualified voters of the Town of _____, _____ County, New York, will be held at _____ in _____, New York, in said Town, on _____ day of _____, 20____, between the hours of _____ o'clock ____ M and _____ o'clock ____ M. (EST or DST) for the purpose of voting on the adoption or rejection of a resolution adopted by the Town Board of said Town on _____ day of _____, 20____, which resolution provides for the change of classification of such town from a town of the second class to that of a town of the first class.

The polls will be open for the receipt of ballots during the aforesaid hours and ballots will be substantially in the following form, to wit:

PROPOSITION

Shall the qualified electors of the Town of _____ in the County of _____ prove _____

(set forth the proposition in full)

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF _____

By _____
Town Clerk

Dated: _____, 20 ____

Proposition for the Voter's Consideration

Where a special election is required, the town clerk must prepare the proposition with the advice of the town attorney and submit it to the town board. (Town Law, §92)

Form of Proposition

Shall the qualified electors of the Town of _____, in the County of _____ approve the resolution adopted by the Town Board of such Town on the _____ day of _____, 20____, which resolution authorizes the change of classification of such town from a town of the second class to that of a town of the first class pursuant to section 12 of the Town Law.

Notice of Proposition to be Voted Upon during a Biennial Town Election (Town Law, §82)

At least ten days prior to the biennial town election, the town clerk must post and publish a notice that a proposition will go before the voters at the biennial town election for their consideration. The notice must include the full text of the proposition. (Town Law, §82)

Publish the Notice in a Newspaper

The town clerk shall publish notice of a special town election in a newspaper published in the town, if there be any, or, if there be none, in a newspaper published in the county having general circulation in the town. (Town Law, §82)

Post the Notice on the Town Clerk's Sign Board

In addition, the town clerk must post a copy of such notice on the town clerk's sign-board. (Town Law, §82)

Hours of Special Town Election

The town board, by board resolution, sets the hours of the election. In the case of special town elections to vote upon a proposition, the polls must remain open for at least six consecutive hours between 8 o'clock a.m. and 8 o'clock p.m. (Town Law, §82)

Designation of Polling Places

The town board, by board resolution, determines the number and location of polling places for the special town election. (Town Law, §82) Compliance with Election Law, §4-104 should be considered where practicable. Polling places may be consolidated for purposes of a special town election depending upon the number of voters in a district. (Town Law, §82; 1958 Op. Atty. Gen. No. 30) The town board may, in appropriate circumstances, designate as few as one polling place. (1957 Op. Atty. Gen. No. 58) Contact the County Board of Elections for guidance.

Appointment of Election Inspectors

The town board names election inspectors from among those appointed to serve at the general and primary elections. The county board of elections selects the election inspectors and poll clerks for the general and primary elections. (Town Law, §83)

Election Inspectors must take and file the constitutional oath of office in the town clerk's office.

Voter Qualification

The eligibility requirements to vote in a special town election vary depending upon the underlying purpose for the special election. For example, property ownership is not a requirement to vote in most special town elections but it might be a requirement to vote in certain special elections held in connection with improvement districts. Therefore it is vital that the town clerk work with the town attorney in order to determine voter eligibility regarding each special town election.

Qualifications of voters; age and residence

In general a person must be a town elector in order to vote in a special town election. (Town Law, §84) The Attorney General's Office has defined the term "elector" to mean a person who is a resident of the town and who, if he or she wished, could register as a voter whether he or she has or has not in fact registered. (1970, Op. Atty. Gen. (I) 67) To be a resident of a place, a person must be physically present with the intent to remain for a time. (*Diamondstone v. Connor*, 12 Misc.3d 1196(A), 824 N.Y.S.2d 768 (Table) N.Y.Sup.,2006 citing *Matter of Palla v. Suffolk County Bd. of Elections*, 31 N.Y.2d 36, 47 [1972]; *Williams v. Salerno*, 792 F.2d 323, 327 [2d Cir .] [1986]) Therefore the determination of an individual's residence is dependent upon an individual's expressed intent and conduct. In general, no person shall be qualified to register for and vote at any election unless he or she is a citizen of the United States and is or will be, on the day of such election, eighteen years of age or over, and a resident of this state and of the county, city or village for a minimum of thirty days next preceding such election. (Election Law, §5-102 (1))

As a person's elector status can be both a matter of intent and law, it is best for the town clerk to work with the town attorney regarding any questions about a voter's eligibility to vote in a particular town election.

Town-wide Special Elections

No person shall be entitled to vote upon any proposition for raising, appropriating or expending money or incurring any town liability, or for the sale or other disposition of town land or property, unless he or she is an elector of the town. (Town Law, §84 (1))

Improvement District Special Elections

No person shall be entitled to vote upon any proposition for raising, appropriating or expending money or incurring any liability which shall be a charge wholly against a district or a portion of said town unless he or she is an elector. (Town Law, §84 (1)) Property ownership as well as other qualifications might apply to special improvement elections; therefore, all issues regarding voter eligibility should properly be addressed to the town attorney prior to the date of the special improvement district election. (Town Law, §209-3 (3)) In addition to those electors authorized to vote in a special improvement district election, corporations and other property owners may likewise be entitled to vote. The town clerk should work with the town attorney to determine all eligible voters prior to the election.

Personal Registration

Personal Registration is not Mandated for Town Elections but is Authorized by Town Law, §84. (*N.Y. Const. Art II §5; Ecker v. Town of West Seneca*, 87 Misc.2d 322, 384 N.Y.S.2d 613 1976)

Personal Registration

The town board of a town may, by resolution adopted at a regular meeting, determine that thereafter personal registration of voters shall be required for special town elections. (Town Law §84 (2))

Board of Registration

The town board, by resolution, must set forth the day or days, the place or places, and the hours during which a board or boards of registration shall meet for the purpose of preparing a register of voters of the town qualified to vote in such special elections who shall present themselves personally for registration for such special election. (Town Law §84 (2))

Notice

The town clerk shall give notice, at the expense of the town, by the publication of a notice in a newspaper published in said town, if there be any, or, if there be none, in a newspaper published in the county having general circulation in the town, specifying:

- the day or days,
- the place or places, and
- hours during which the board or boards of registration will meet for the purpose of preparing a register of qualified voters of the town as provided in this section.

The first publication of such notice shall be at least ten days prior to the first day fixed by the town board on which boards of registration shall meet.

In addition, the town clerk shall post or cause to be posted in five conspicuous places in said town copies of such notice at least ten days prior to the first day fixed by the town board on which the boards of registration shall meet. (Town Law §84 (2))

Eligibility

The town board must select from the list of election inspectors previously designated for general election purposes, not-less-than two nor more-than four persons to constitute a board of registration for each voting place designated by the town board for such special town election. The town board may determine by resolution adopted at a regular town board meeting, that one or more boards of registration shall be reasonably capable of carrying out the personal registration requirements. (Town Law, §84 (3))

Oath of Office

Each member of the board(s) of registration should take and file an oath of office in the town clerk's office. (Town Law, §25)

Compensation

Each member of a board of registration shall be entitled to compensation at a rate to be fixed by the town board for time spent upon the duties of the office. (Town Law, §84 (3))

Personal Registration Hours, Dates and Location

The town board shall designate, by resolution, the dates and hours for the board(s) of registration to meet. The last date that the board(s) of shall meet cannot be more than fifteen (15) nor less than ten (10) days preceding the special town election. (Town Law, §84 (3))

The board(s) of registration shall meet at the place in each election district where the election is to be held. (Town Law, §84 (3))

The town board must designate, by resolution, the hours during which the board(s) of registration shall meet. The board and at such hours as the town board shall designate, which shall include at

least four consecutive hours between twelve o'clock noon and nine o'clock in the evening of each day required for the preparation of the register for such election. (Town Law, §84 (3))

List of Registered Voters from the County Board of Elections

The town clerk, prior to the first meeting of such board(s) of registration, shall obtain from the county board of elections in which such town is located, the list of names and addresses of all voters registered with the county board of elections on or before the **twenty-third (23rd) day** before such special election. (Town Law, §84 (5))

The town clerk shall deliver the names and addresses of qualified voters to the appropriate board(s) of registration on or before the first meeting of such board or boards. (Town Law, §84 (5))

At the first and subsequent meetings of the board(s) of registration, such board of registration shall place on the register the names of all qualified voters and all other qualified voters who personally appear, and those military voters and such other voters who are absent by reason of confining illness or physical disability or whose duties, occupation or business required them to be outside of the state of New York, having the qualifications of voters prescribed in this section and who have made an application for absentee ballots as certified to them by the town clerk. (Town Law, §84(5))

Register Shall Include at a Minimum

(Town Law, §84 (4))

- A space for the name of the voter and his or her address within the town,
- A space for the voter's signature to be signed on the day of the election and
- A space in which there shall be entered the qualifications for voters as provided by this section

Voter Registration Conducted in Accordance with the Election Law

All the provisions of the election law in relation to the registration of voters shall, so far as applicable, apply to the registration provided for by Town Law, §84 and such special elections in such towns shall be conducted in the manner provided by article 6 of the Town Law and the election law, except that no person shall be entitled to vote thereat whose name does not appear upon the register of the voting place in which he or she claims to be entitled to vote. The board(s) of registration should work with the town clerk and the town attorney regarding relevant procedures and applicability of law. (Town Law, §84(5))

Register Filed and Public Inspection

The register shall immediately upon its completion and not more than **eighteen hours** (18) thereafter be filed in the office of the town clerk. (Town Law, §84(6))

The town clerk shall make the register available for public inspection at all reasonable times on each day up to and including the day next preceding the day set for such town election, except Saturdays, Sundays and holidays. (Town Law, §84(6))

Additions, corrections, challenges and judicial review of registration procedure shall, so far as practicable, conform to sections 5-218, 5-220 and 16-108 of the Election Law. (Town Law, §84(6))

Absentee Ballots

Absentee Ballots Authorized by State Constitution and State Law

The legislature may, by general law, provide a manner in which, and the time and place at which, qualified voters who, on the occurrence of any election, may be absent from the county of their residence or, if residents of the city of New York, from the city, and qualified voters who, on the occurrence of any election, may be unable to appear personally at the polling place because of illness or physical disability, may vote and for the return and canvass of their votes. (NYS Const. Art. 2, §2; Town Law, §84-a)

Propositions Submitted to Voters at the General Election

Absentee voting is permitted when a proposition is presented to the voters at the general town election. (Election Law, §§1-102, 8-400; 1983 Op. Atty. Gen. (I) 1018; 1982 Op. St. Bd. of Election No 6)

Propositions Submitted to Voters at a Special Town Election

Absentee voting is also permitted at a special election where the town board of a town of the first class, by resolution has required personal registration. (Election Law, §§1-102, 8-400; 1983 Op. Atty. Gen. (I) 1018; 1982 Op. St. Bd. of Election No 6)

The provisions of this section shall apply to absentee ballots in special town elections, notwithstanding any other provision of law. (Town Law, §84-a (13))

The provisions of any other law as they relate to special town elections not inconsistent herewith shall apply to the conduct of such elections. (Town Law, §84-a (13))

Absentee ballots shall be provided for all special town elections for which personal registration is required. Town Law § 84-a (1)

The town board may not provide for absentee ballots unless personal registration has been required. (Op. Atty. Gen. (I) No. 83-6)

Permanently Disabled Voters do not have to fill out Separate Application for Absentee Ballot

An applicant whose ability to appear personally at the polling place of the town of which he or she is a qualified voter is substantially impaired by reason of permanent illness or physical disability and whose registration record has been marked "permanently disabled" by the board of elections pursuant to the provisions of the election law shall be entitled to receive an absentee ballot pursuant to the provisions of Town Law, §84-a without making separate application for such absentee ballot (Town Law, §84-a(2))

The county board of elections must provide the town clerk with list of "permanently disabled" voters. The town clerk must send an absentee ballot to permanently disabled voters whose names appear on county list. (Town Law, §84-a(2)).

The town clerk, upon being advised by the board of elections on or with the list of registered voters that the registration record of a voter is marked "permanently disabled", shall send an absentee ballot to such voter at his last known address by first class mail with a request to the postal authorities not to forward same but to return same in five days in the event that it cannot be delivered to the addressee

The board(s) of inspectors must make an appropriate entry on the registration record indicating the fact that an absentee ballot has been sent and the date of mailing. (Town Law, §84-a(2)).

Persons Not Permanently Disabled Must Apply for Absentee Ballots

Application for Absentee Ballot

An applicant for such an absentee ballot must submit an application setting forth (Town Law §84-a (2)):

- (1) His or her name and residence address, including the street and number, if any, or town and rural delivery route, if any;
- (2) That he or she is or will be, on the day of the election, a qualified voter of the town in which he resides;
- (3) That he or she is registered in the town;
- (4) That he or she will be unable to appear to vote in person on the day of the election for which the absentee ballot is requested because he or she is, or will be on such day:
 - (a) A patient in a hospital or unable to appear personally at the polling place on such day because of illness or physical disability: or
 - (b) Because his or her duties, occupation or business will require him or her to be outside of the county of his or her residence on such day;
 - (c) Because he or she will be on vacation outside the county of his or her residence on such day; or
 - (d) Absent from his or her voting residence because he or she is detained in jail awaiting action by a grand jury or awaiting trial or is confined in prison after conviction for an offense other than a felony.

Such application must be received by the town clerk **at least seven (7) days** before the election if the ballot is to be mailed to the voter, **or** the (1) day before the election, if the ballot is to be delivered personally to the voter or his agent.

Such application shall include the following statement to be signed by the voter (Town Law, §84-a (2)):

I hereby declare that the foregoing is a true statement to the best of my knowledge and belief, and I understand that if I make any material false statement in the foregoing statement of application for absentee ballots, I shall be guilty of a misdemeanor.

Date..... Signature of Voter.....

Such application shall also include if applicable
(Town Law, §84-a (2))

Out of Town on Business

(1) Where such duties, occupation or business are of such a nature as ordinarily to require such absence, a brief description of such duties, occupation or business shall be set forth in such affidavit; and

(2) where such duties, occupation or business are not of such a nature as ordinarily to require such absence, such application shall contain a statement of the special circumstances on account of which such absence is required.

Out of Town on Vacation

Where the applicant expects in good faith to be absent on the day of the election because he or she will be on vacation elsewhere on such day, such application shall also contain the dates upon which he or she expects to begin and end such vacation, the place or places where he or she expects to be on such vacation, the name and address of his or her employer, if any, and if self-employed, a statement to that effect.

Out of Town Because in Jail

Where the absence is because of detention or confinement to jail, such affidavit shall state whether the voter is detained awaiting action of the grand jury or is confined after conviction for an offense other than a felony.

Spouse, Parent or Child of Absentee Voter

Where a person is or would be, if he or she were a qualified voter, entitled to apply for the right to vote by absentee ballot under the provisions of Town Law, §84-a, his or her spouse, parent or child, if also a qualified voter and a resident of the same town, shall be entitled to vote as an absentee voter upon personally making and signing an application in accordance with Town Law, §84-a.

Duties of Clerk & Board of Inspectors when applicant is entitled to Absentee Ballot

If, upon examining the application required under the provisions of subdivision two of this section, and upon such inquiry as it deems proper, the board of inspectors shall be satisfied that the applicant is a qualified voter of the town, and entitled to vote by absentee ballot, such board of inspectors shall place his or her name upon a list, thereupon the applicant shall be issued or mailed an absentee voter's ballot and the town clerk shall make an appropriate entry on the list indicating that an absentee ballot has been applied for by, and issued to, the applicant. (Town Law §84-a (2))

Form of Absentee Ballots

Ballots for absentee voters shall be, as nearly as practicable, in the same form as those to be voted at the town election. On the back of such absentee ballots shall be printed the words "Official Ballot, Absentee Voter". (Town Law, §84-a (4))

The board of registration shall enclose each absentee voter's ballot in an envelope which shall be labeled. (Town Law, §84-a (5)).

**ELECTION MATERIAL
PLEASE EXPEDITE**

On one side of such envelope shall be printed:

**OFFICIAL BALLOT, ABSENTEE VOTER
for
Special Town Election**

Name of Voter.....
Residence (street and number, if any).....
Town of.....
County of.....

The date of the election and name of the town shall be printed, and the name of the voter, residence and district shall be written in by the town clerk.

On the reverse side of such envelope shall be printed the following statement:

STATEMENT OF ABSENTEE VOTER

I do declare that I will have been a citizen of the United States for thirty days, and will be at least eighteen years of age, on the date of the special town election; that I will have been a resident of this state and of the town shown on the reverse side of this envelope for thirty days next preceding the said election; that I am or on such date will be, a registered voter of said town; that I will be unable to appear personally on the day of said special town election at the polling place of the election district in which I am or will be a qualified voter because of the reason stated on my application heretofore submitted; that I have not qualified, or do I intend to vote, elsewhere than as set forth on the reverse side of this envelope; that I have not received or offered, do not expect to receive, have not paid, offered or promised to pay, contributed, offered or promised to contribute to another to be paid or used, any money or other valuable thing, as a compensation or reward for the giving or withholding of a vote at this special town election, and have not made any promise to influence the giving or withholding of any such votes; that I have not made or become directly or indirectly interested in any bet or wager depending upon the result of this special town election; and that I have not been convicted of bribery or any infamous crime, or, if so convicted, that I have been pardoned or restored to all the rights of a citizen, without restriction as to the right of suffrage, or received a certificate of good conduct granted by the board of parole pursuant to the provisions of the executive law removing my disability to register and vote.

I hereby declare that the foregoing is a true statement to the best of my knowledge and belief, and I understand that if I make any material false statement in the foregoing statement of absentee voter, I shall be guilty of a misdemeanor.

Date.....Signature of Voter.....

Envelope Must Include:

The envelope shall be gummed, ready for sealing, and shall have printed thereon, on the side opposite the statement, **instructions** as to the duties of the voter after the

marking of the ballot, which instructions shall include a specific direction stating that the envelope must reach the office of the town clerk not later than five P.M. on the day of the election in order that his vote may be canvassed.

A person who shall make any material false statement in the statement of absentee voter appearing on the reverse side of the envelope as provided in this subdivision, shall be guilty of a misdemeanor.

List of Voters to Whom Absentee Voter Ballot were Issued

The town clerk shall make a list of all persons to whom absentee voter's ballots shall have been issued and keep such list on file in at the town clerk's office where it shall be available for public inspection during regular office hours until the day of the election. (Town Law, §84-a (6))

Challenges to List

Any qualified voter may, upon examination of such list, file a written challenge of the qualifications as a voter of any person whose name appears on such list, stating the reasons for such challenge. (Town Law, §84-a (6))

Such written challenge shall be transmitted by the town clerk to the inspectors of election on election day. (Town Law, §84-a (6))

List Posted at Polling Site During Election

Such list shall also be posted in a conspicuous place or places during the election. (Town Law, §84-a (6))

Voter Challenge During Election

Any qualified voter may challenge the acceptance of the absentee voter's ballot of any person on such list, by making his or her challenge and the reasons therefore known to the inspectors of election before the close of the polls. (Town Law, §84-a (6))

Town Clerk May Call Police for Help

The town clerk shall be authorized to call upon the commissioner of police and the officers and members of the police force for such assistance in the enforcement of the provisions of this section as he or she shall require, and such commissioner and officers and members of the police force shall be authorized to render such assistance. (Town Law, §84-a (7))

Board of Inspectors May Examine Voters

The board of inspectors may require any person to attend before it at the office of the town clerk and be examined as to any matter in relation to which such board is charged with a duty under this section, and may issue a subpoena therefore. (Town Law, §84-a (7))

Each member of such board of inspectors shall be authorized to administer any oath that may be required or authorized by law in this connection. (Town Law, §84-a (7))

Canvassing Absentee Ballots

No absentee voter's ballot shall be canvassed, unless it shall have been received in the office of the town clerk not later than five P.M. on the day of the election. (Town Law, §84-a (8))

Absentee Ballots Sent to Town Clerk

The town clerk shall, on the day of the election, transmit all absentee voters' envelopes, received by him or her in accordance with subdivision eight of this section, to the inspectors of election. (Town Law, §84-a (9))

Absentee Ballots Sent to Polling Place

If, at the election, any absentee voters' envelopes shall have been received at the polling place, the inspectors of election immediately after the closing of the polls shall examine them, and shall compare the signature, if any, on each envelope with the signature, if any, on the register, of the person of the same name who registered from the same address. If the signatures are found to correspond, the inspectors shall certify thereto by signing their initials opposite the name of the voter at the appropriate place in the register. If a person whose name is on an envelope as a voter, shall have already voted in person at such special town election, or if his or her name, residence and signature, as stated on the envelope, are not on the register, or if there is no signature on the envelope, this envelope shall be laid aside unopened and be returned unopened to the town clerk. If such person is found to be registered and has not so voted in person, and if no objection is made, or if an objection made be not sustained, the envelope shall be opened and the ballot withdrawn without unfolding and deposited in the proper box or boxes. At the time of the deposit of such ballot, the inspectors shall enter the words "absentee vote" at an appropriate place in the register. (Town Law, §84-a (10))

Objections by Qualified Voter Present at Polling Place

During such examination any qualified voter present in the polling place may object to the voting of the ballot contained in any envelope upon the ground or grounds

- (a) that the person named thereon is not a qualified voter of the town, or
- (b) that he or she was within the county while the polls of the election were open, except where the applicant is a patient in a hospital located within the county or city or detained or confined in a jail located within the county and except where the ballot was obtained upon the ground of inability to appear personally at the polling place on the day of the special town election because of illness or physical disability, or
- (c) that he or she was able to appear personally while the polls were open, in cases where the ballot was obtained upon the ground that the voter was a patient in a hospital located within the county or detained or confined in a jail located within the county or upon the ground of inability to appear personally at the polling place on the day of the election because of illness or physical disability, or
- (d) that he or she was not entitled to cast such ballot. (Town Law, §84-a (11))

An inspector shall make such an objection if he or she shall know or suspect that the person named on such envelope is not such a qualified voter or was so within the county or was able so to appear personally, or was not entitled to cast such ballot. (Town Law, §84-a (11))

The election inspectors shall forthwith proceed to determine each objection including any written challenge transmitted to them by the town clerk as provided in subdivision six of this section. Unless the inspectors, by majority vote, shall sustain the objection, the chairman, or if he or she refuses, another inspector shall endorse upon the envelope the objection and the words "not sustained," shall sign such endorsement, and shall open the envelope and deposit the ballot as provided in this section. (Town Law, §84-a (11))

Should the inspectors, by majority vote, sustain such objection, the objection and word "sustained" shall be similarly endorsed upon the envelope, the envelope shall not be opened nor the ballots therein canvassed, and such envelope shall be returned unopened to the town clerk. If the inspectors of election shall have received an envelope endorsed with the name of a person who to the knowledge of the inspectors is deceased on the day of the election, the inspectors shall return such envelope unopened to the town clerk with the words "deceased- objection sustained" endorsed on the envelope. (Town Law, §84-a (11))

Empty Absentee Ballot Envelope

If the inspectors of election shall have received an envelope, and upon opening the same no ballot shall be found therein, the inspectors shall make a memorandum showing that the ballot is missing. When the casting of absentee voters' ballots shall have been completed, the inspectors shall ascertain the number of such ballots which have been deposited in the ballot box by deducting from the number of envelopes opened the number of missing ballots, and shall make a separate return thereof in duplicate. The number of absentee voters' ballots deposited in the ballot box shall be added to the number of other ballots deposited in the ballot box in order to determine the number of all ballots to be accounted for in the ballot box. Such ballots shall then be counted or canvassed by the inspectors of election along with the other ballots cast at such district election, or, where voting machines are used, shall be added to the votes recorded on such machines. (Town Law, §84-a (12))

Military Ballots

Once the town board authorizes personal registration, rules regarding military voters might apply. Members of the armed forces and their families vote in accordance with the rules set forth in article 10 of the Election Law regarding military ballots. The county board of elections will have information regarding military voters and military ballot procedures. The town clerk should contact the county board of elections as soon as the town board sets the date for the special election regarding appropriate procedures.

Paper Ballots and Voting Machines

Lever Voting Machines

Towns can no longer use lever machines for town special elections. (The Election Reform and Modernization Act of 2005 -Chapter 181 of the Laws of 2005, §11)

Machines Owned by the County Board of Elections

The town may use voting machines owned by the county board of elections for special elections – use is subject to the county rules and requirements. (Town Law, §83; Election Law, §7-203 (1))

Paper Ballots

Instead of using county voting machines, the town board may decide to use paper ballots. (Town Law §83; 1958 Op. Atty. Gen. No. 30; 1945 Atty. Gen. 116)

Form of Paper Ballots

As for the form of the paper ballot itself, the town clerk should consult with the town attorney and Election Law, §7-106 which identifies, for example, that each ballot shall be printed with a stub which shall be separated therefrom...and so forth. (Election Law, §7-106)

Election Day Procedures

The conduct of special town elections is governed by provisions of both the Town Law and the Election Law. (Town Law, §83) The town clerk should become familiar with article 6 of the Town Law, articles 4 and 8 of the Election Law.

Conducting the Special Town Election

Special town elections are required to be conducted, the votes canvassed, and the results certified and returned so far as practicable in the manner prescribed by the Election Law. Articles 4 and 8 of the Election Law set forth the requirements for conducting elections. Election Inspectors should be familiar with the proper procedures regarding the conduct of elections, the management of polling sites, the vetting of voters, and the canvassing of votes. Most county boards of elections offer handbooks and guides to election inspectors to assist in the functions of their office. The town clerk should obtain all county guides and review the provisions of article 8 of the Election Law prior to the date of the special town election. (Articles 4 and 8 of the Election Law)

Preparation and delivery of ballots, supplies and equipment for use at elections

The town clerk will be required to provide official and sample ballots, registration records, seals, supplies and equipment, as described in Election Law, §4-134 for town elections not conducted by the board of elections. It is the duty of the town clerk to deliver these supplies to the inspectors or presiding officers of the election at each polling place at which such meetings and elections are held, respectively, in like sealed packages marked on the outside in like manner, and shall take receipts therefore in like manner. (Election Law, §4-134 (6))

Supplies furnished by the town clerk

The town clerk shall provide the requisite number of official and facsimile ballots, two cards of instruction to voters in the form prescribed by the state board of elections, at least one copy of the instruction booklet for inspectors, a sufficient number of maps, street finders or other descriptions of all of the polling places and election districts within the political subdivision in which the polling place is located to enable the election inspectors and poll clerks to determine the correct election

district and polling place for each street address within the political subdivision in which the polling place is located, distance markers, tally sheets and return blanks, pens, pencils or other appropriate marking devices, envelopes for the ballots of voters whose registration poll records are not in the ledger or whose names are not in the computer generated registration list, envelopes for returns, identification buttons, badges or emblems for the inspectors and clerks in the form prescribed by the state board of elections and such other articles of stationery as may be necessary for the proper conduct of elections. (Election Law, §4-128 (1))

If the official ballots required to be furnished by any board or officer shall not be delivered to such board or officer at the time required, or if after delivery shall be lost, destroyed or stolen, such board or officer shall cause other ballots to be prepared as nearly in the form of the official ballots as practicable, and delivered to the inspectors of election. Such ballots shall be known as unofficial ballots. Sample ballots of each kind shall be printed on paper of a different color from any of the official ballots and without numbers on the stubs, but in all other respects precisely similar to the official ballots. (Election Law, §4-128 (2))

Hours of Special Town Election

The town board, by board resolution, sets the hours of the election. In the case of special town elections to vote upon a proposition, the polls must remain open for at least six consecutive hours between 8 o'clock a.m. and 8 o'clock p.m. (Town Law, §82)

Polling Places

The town board, by board resolution, determines the number and location of polling places for the special town election. (Town Law, §82) Compliance with Election Law, §4-104 should be considered where practicable. Polling places may be consolidated for purposes of a special town election depending upon the number of voters in a district. (Town Law, §82; 1958 Op. Atty. Gen. (I) No. 30) The town board may in appropriate circumstances designate as few as one polling place. (1957 Op. Atty. Gen. (I) No. 58) Contact the County Board of Elections for guidance.

Election Inspectors

The town board names election inspectors from among those appointed to serve at the general and primary elections. The county board of elections selects the election inspectors and poll clerks for the general and primary elections. (Town Law, §83)

Opening the Polls

The election inspectors and clerks (if any) are required to meet at the polling place at least one-half hour before the time set for opening the polls of election. (Election Law, §8-102(1))

Election inspectors are required to take the following action:

(1) See that the American flag is displayed; (Election Law, §8-102(1))

a. The American flag shall be kept displayed at each polling place throughout the election. (Election Law, §8-104 (1))

(2) Cause the facsimile ballots to be posted conspicuously within the polling place; (Election Law, §8-102(1))

a. Facsimile ballots, voter information posting and distance markers shall not be taken down, torn or defaced during the election. (Election Law, §8-104 (1))

(3) Cause the distance markers to be placed at a distance of 100 feet from the polling place; (Election Law, §8-102(1))

a. While the polls are open no person shall do any electioneering within the polling place, or in any public street, within a one hundred foot radial measured from the entrances designated by the inspectors of election, to such polling place or within such distance in any place in a public manner; and no political banner, button, poster or placard shall be allowed in or upon the polling place or within such one hundred foot radial. (Election Law, §8-104 (1))

(4) Establish a guardrail by delineating and marking out the voting area by a suitable means (equipment and supplies are required to be kept within the guardrail); (Election Law, §8-102(1))

(5) Place the books, ballots, and sample ballots, blanks, stationary, and supplies so that they will be ready and convenient for use; (Election Law, §8-102(1))

(6) Affix or attach to their clothing and cause the clerks (if any) to affix or attach to their clothing the proper identification buttons, badges, or emblems issued by the persons just outside the guardrail may see that the boxes are empty when relocked; (Election Law, §8-102(1))

(7) See that the privacy booths contain conspicuous instructions on how to properly mark ballots and that voters are provided with appropriate writing instruments for marking ballots; (Election Law, §8-102(1))

(8) Unlock the ballot boxes, see that they are empty, allow them to be examined by the watchers present, and lock them up again in such a manner that the watchers and the persons just outside the guard-rail may see that the boxes are empty when re-locked; (Election Law, §8-102(1))

(9) Inspect the voting machine to see that it is in good working order and has a curtain to preserve secrecy of voting, and inspect the screen of the voting booth and inspect the polling place to make certain there is no way that anyone can view any action of a voter inside the voting machine or booth; (Election Law, §8-102(1)) and

(10) Announce that the polls are open for voting and the time when the polls will close. (Election Law, §8-102(1))

Placement of Equipment and Supplies within Guardrail

The ballots and all equipment must be kept within the guardrail. (*Application of Ingamells*, 259 AD 36, 1940) The boxes and all official ballots are required to be kept at least 6 feet from the

guardrail, from the opening of the polls until the announcement of the result of the canvass and the signing of the inspector's returns thereof. (Election Law, §8-104(2))

Every part of the polling place must be in plain view of the election inspectors and watchers. The guardrail must be at least three (3) feet from the voting booth and the table used by the inspectors, and must have openings to admit voters to and from the machine. The voting booth must be at least four feet from the inspector's table in charge of poll books and must be so located in the polling place, that unless its construction requires otherwise, the ballot labels on the face of the machine can be seen plainly by the election inspectors and the party watchers when the booth is not in use by voters. (Election Law, §8-202(2))

No person may be admitted within the guardrail during the period from the opening of the polls until the announcement of the result of the canvass and the signing of the inspector's returns, except the election officers, authorized watchers, persons admitted by the inspectors to preserve order or enforce the law, and voters duly admitted for the purpose of voting. (Election Law, §8-104(2))

Custody of the Ballot Box

Each inspector is responsible personally for the custody of each ballot box and its contents from the time the election begins until the box is delivered to the person entitled to receive it. After a ballot box has been locked for the purposes of election, it must not be opened until it is opened at the close of the polls for purposes of canvass. (Election Law, §8-202(2))

No Alcoholic Beverages

While the polls are open no person shall consume any alcoholic beverages within the polling place. (Election Law, §8-104 (1))

Voting if in Line when Polls Close

Voters entitled to vote who are on line or in the polling place at the time fixed by law for the closing of the polls shall be allowed to vote. (Election Law, §8-104 (5))

Canvassing and Certifying the Vote

Upon the closing of the polls at any special town election, the election inspectors shall proceed to canvass the votes thereat and shall complete such canvass without adjournment. Procedures to follow to properly canvas the vote in special town elections should be taken from article 9 of the Election Law. As soon as possible after completing the canvassing of the vote, the inspectors shall file with the town clerk a certificate setting forth the holding of the election, the total number of votes cast upon each proposition, and the number of votes cast for and against each proposition, together with the name and address of every person voting at such election upon such proposition or propositions. (Town Law, §83)

County Boards of Elections

County boards of elections have election procedure guides, forms and informational materials that may be utilized to assist the town clerk in developing forms and protocols for the conduct of special town elections.

TOWN CLERK'S MONTHLY REPORT

Town of Poestenkill, New York

October 2020

To THE SUPERVISOR: Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the payment of

Conservation Fees to the Town:		\$ 133.97
Marriage License	2 @ \$ 7.50	\$ 15.00
Marriage Certificate	2 @ \$10.00	\$ 20.00
A1255	Total Town Clerk Fees	\$ 168.97
A-1090	Penalties/Interest	\$
A1289	Registrar	\$ 50.00
A2655	Minor Sales – Copies (certified copy) –	\$ 40.00
A2544	Local Fee for Dogs –	\$ 126.00
A2115	Planning Board Fees - ZBA \$40	\$ 40.00
A2555	Building Permits	\$ 600.00
A2501	Junkyard License	\$ 50.00
2110	Water Benefit Charge	\$
A2720	Water Meter Fee - \$ 825.00	
A2240	Misc. Water Charges -	
A2710	Water Permit Fee - \$ 120.00	
1001	Water Billing - \$18,809.73	
TOTAL WATER CHARGES		\$19,754.73
REVENUE TO SUPERVISOR		\$20,829.70
Amount paid to State Comptroller for Games of Chance License		\$
Amount paid to DEC for Conservation Licenses		\$ 2,651.03
Amount paid to AG & Markets for fee for unsprayed/unneutered Dog program		\$ 30.00
Amount paid to State Health Dept. for Marriage Licenses		\$ 45.00
TOTAL DISBURSED		\$ 2,726.03
November 5, 2020		\$
Keith Hammond, Town Supervisor		
TOTAL AMOUNT RECEIVED BY CLERK		\$23,555.73
<p>State of New York, County of Rensselaer, Town of Poestenkill, Susan Horton being duly sworn says that she is the Clerk of the Town of Poestenkill the foregoing is a full and true statement of all Fees and Moneys received by her during October.</p> <p>Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 5th day of November 2020.</p> <p><i>Susan Horton</i></p>		



Town of Poestenkill

Assessor's Office

P.O. Box 210 38 Davis Drive
Poestenkill, NY 12140
518-283-5100 Ext. 101

TO: POESTENKILL TOWN BOARD

FROM:  Betsy Pinho, Assessor

RE: Assessor's Report October 2020

The Assessor's Office continues to receive new deeds from the County as well as split/merger documents for processing. All other functions including the processing of building permits, responding to resident inquiries, and updating the Real Property System, continue as normal.

Starting in November, we will begin to mail renewal applications for Aged-Senior Citizen, Disability, Agriculture, and Clergy exemptions. We will encourage residents to return their forms and documentation by mail. We will meet with residents, by appointment only, if necessary.

The Board of Assessment Review still has a vacancy. All Board of Assessment Review members must be Town residents. This position vacancy is posted on the Town website as well as on the Town Facebook page.

cc: Susan Horton, Town Clerk

Town of Poestenkill
Office of the Water Department
P.O. Box 210
Poestenkill, NY 12140

Memorandum

To: Town Supervisor- Keith Hammond
Town Board Members – June Butler, David Hass, Harold Van Slyke,
Eric Wohlleber (Deputy Town Supervisor)
Town Attorney – Jack Casey

From: Robert L. Brunet, P.E. - Water Manager / 811 Operations *RLB*

Date: November 12, 2020

RE: Monthly Activities (October - November)

OVERVIEW:

In both the Water and the 811 disciplines all our requirements were met or exceeded during this period without any major problem.

Our biggest challenge now, with the most potential budgetary benefit to Poestenkill is our success over the next year on reducing unaccounted-for water by successful leak locating, and also by preventing water main breaks

NOTEWORTHY INFORMATION FOR YOUR USE:

On Sunday, 10/18 we repaired the light fixture and the switch in the Town Hall entrance area and also repaired the light in the upstairs hallway. This light has been "problematic" and has frustrated us for over two weeks---the bulb would go off and then come on again when the globe was removed or touched, etc. We finally replaced the older LED bulb with a new lower wattage LED bulb which uses 8.8 watts, rated for a 60 watt incandescent bulb replacement. This bulb has an estimated \$1.06 annual electric usage cost. We also replaced the other Town Hall bulbs (three total) with the high efficiency 8.8 watt LED bulbs. The new bulbs stated "**SUITABLE FOR USE IN ENCLOSED FIXTURES**". At this time, our belief is that the problem was that the older and larger LED bulb, after long term use, was heating the globe, causing the activation of an electronic "cut out" built into the LED bulb; as a matter of fact, on one of the old

Westgate bulbs replaced it states **“CAUTION NOT FOR USE IN TOTALLY ENCLOSED LUMINARES”**.

“SPECIAL THOUGHTS ON PREVENTING WATER MAIN BREAKS”

In past issues of my monthly reports and other special publications (including the New York Rural Water Association Quarterly Magazine) the methodology of water operational procedures has been discussed, but the factors to eliminate the causes of major water main breaks, in my opinion, have not been sufficiently stressed or implemented in some cases. In a recent issue of the NYRWA (New York Rural Water Association) Quarterly publication **a new approach developed here in Poestenkill** was discussed (using GPS elevations at critical system locations such as our tank, hydrants, and curbstop locations); **we found two large water leaks as a result of using this new and successful approach, thereby saving Poestenkill \$20,000 annually. These were two leaks at the residents’ curbstops, an unmonitored location not paid for by the resident but paid for by Poestenkill.**

We have seen many water main breaks in recent times in surrounding towns such as Schenectady, Troy, Petersburg, North Greenbush, Albany, etc. In my past reports I have detailed our operational approach to handling the Troy and the North Greenbush breaks so that they did not impact our Poestenkill customers, and our procedures have worked very well. Furthermore, we have detailed such basic procedures as leak locating and repair, elimination of water “hammering”, valve “feathering”, proper use of VSRs (variable speed drives), proper pump and motor cycling, and other important procedures. If a relatively small leak at a critical location in a system is not repaired today, it will be tomorrow’s major problem and very possibly cause a water main break. Continued “hammering” in a system will slowly but surely create a leak, and the high internal system pressure will help to turn that small leak into a major problem. In addition to the financial impact on the water provider, it is important to recognize the negative impact on the public by loss of water availability and low water pressure, as well as the problem of closing off sections of the roadway for repairs.

The reason I have again reviewed some of our procedures here is to stress that proper operational procedures of a water system can have a significant service and cost impact on a town and too often system water operators either do not know or do not adhere to the basic principles of system operations. You can be sure that our Poestenkill Water Team will continue to apply all of these correct procedures to help ensure uninterrupted service, thereby minimizing costly repairs to the Town.

It is noteworthy to state that in my training session on 10/29 on “The Economic Benefits of Investing in Water Infrastructure” the guest speaker, Greg DiLoreto, past president of ASCE and former CEO – Tualatin Valley Water District in Oregon, stated that between 2012 and through 2018 water main breaks in the US increased by 28%.

LEAK LOCATING:

I want to mention, FYI, that I recently discussed our continued emphasis on leak locating with Rich Winters and Morris Coolidge (the leak locating experts from the NYRWA who have helped us in the past) and was assured that we will continue to have the NYRWA leak locating services, free of charge next year. I anticipate that in the spring we will be embarking on a **significant leak locating effort** and we are gearing up our planning for this undertaking. **Again, I believe that our success in leak locating in 2021 will be the single most important factor in meeting our budget. For example, if we did not find the major leak at 128 Main Ave (across from Dino Lisa) the Town's expenses would have increased this year by \$60,000 annually for this one leak alone (and each subsequent year)! For every 1,000 gallons of wasted water we pay Troy and Brunswick approximately \$4.43. To put this into perspective, since 2010 we were able to reduce our lost water from 55% in 2010 and 2011 to 11% in 2015. The very poor results in 2010 and 2011 were caused because a contractor performed his work poorly (even though Poestenkill paid for "INSPECTIONS" by C. T. MALE), resulting in approximately 13 significant water main breaks; each of these was so significant that the roadway and traffic were affected. The AWWA has viewed anything less than 15% lost water as "acceptable" and we achieved that goal by several years of dedicated and successful leak locating efforts. There was very little routine leak locating work done in most of 2016 and all of 2017, and half of 2018. We have successfully focused attention on leak locating in late 2019 and 2020, thereby saving Poestenkill annualized wasted expenditures of over \$100,000. Many do not recognize that this focus must be continual to find and fix past and newly recurring leaks. The process and success in Poestenkill takes time because of our facility makeup. You may recall that in 2019 we paid the New York Leak Locating Company \$3,200 for two days work with no positive results. They are a quality organization but simply were unsuccessful in our environment. This exemplifies the complexity of leak locating in our system and is the reason why we have successfully taken on this responsibility ourselves with the very good (and free) help from the New York Rural Water Association.**

UPDATE ON IMPENDING NEW YORK STATE MAXIMUM CONTAMINANT LEVELS (MCLs) FOR PFOA AND PFOS:

The Town received a letter dated October 2, 2020 from a legal firm specifying the latest status of the PFOA and PFOS issue. I have discussed this in past reports but want you to continue to be aware of the ongoing situation. According to the letter:

"On July 30, 2020 the Department of Health's Public Health Planning Council approved the proposed MCLs (maximum contamination levels) which were then published in the State Register and became effective on August 26, 2020." The letter went on to state:

“Now that the MCLs have been formally adopted, systems serving 10,000 people or more will be required to begin testing within 60 days of August 26,2020. Systems serving 3,300 to 9,999 people will be required to begin testing within 90 days and systems serving less than 3,300 people within six months.” Furthermore, the letter states:

“It is estimated that approximately 21 percent of all systems in New York will have levels of PFOA and PFOS above the 10 ppt with the following estimated treatment costs, although these estimates could be much greater depending on the number of wells that are contaminated and the unique characteristics of a supplier’s distribution system:

<u>System Size</u>	<u>Capital Costs</u>	<u>Lifetime O&M</u>
LESS THAN 3,300 PERSONS	\$400,000	\$1,250,000

I will be attending the latest PFAS training session offered by the AWWA on December 3rd and will inform you of any significant information.

In the October 27th Albany Times Union they published an article **“State: Saranac Lake airport is contaminated with PFAS”**. The article states “Firefighting foam known to cause cancer lingers in area soil and water”. There, samples of groundwater showed 28,181 parts PFAS per trillion parts water, compared to the New York recently adopted a much stricter limit of 10 parts per trillion for PFAS. This particular airport was labeled a hazardous waste site and a nearby mobile home site was found to contain the chemicals. My vigilance today is for our municipal water supply, but I expect that in the near future towns will be required to test resident wells because of the air and ground contamination transmittal of these dangerous chemicals. Like other airports, Adirondack Regional had to routinely test its firefighting system, so even airports that haven’t had fires, sprayed foam.

These new standards are much more stringent than in the past, being only 1% of the older standard (10 parts per trillion versus 1,000 ppt). As I have stated, I expect that our testing results in the past will position us well to handle this issue and my in opinion we will not have any (or minimum) impact on our budget, but we must continue to pay close attention to the issue and I will keep you informed. (1st page of the legal firm’s letter attached).

OCTOBER 7TH MAJOR POWER OUTAGE

On Wednesday, 10/7/20 Poestenkill and much of Rensselaer had a major power outage which affected Town Hall and our Pump Station. I first received notification of our pump failures (low power alarm) at 4:20 pm via an **automated Emergency Call** to my cell from our **ACU (automatic calling unit) stating “Trouble at the Pump Station—Power Alarm Failure”** and I immediately left Town Hall and went to the Pump Station to turn off all operational equipment and ensure proper backpressure from our tank on

Hinkle Road such that (by gravity feed) we could supply all our water residents an uninterrupted water supply until the power was restored. During the outage we periodically checked our system. It performed flawlessly and we had no difficulty continuing to serve our customers. When power was restored at 7pm on Thursday I went to the Pump Station to make the necessary preparations and restart our pumps and other systems. This required setting and calibrating the various system components for proper operation. Everything went well and on Friday morning I again checked out all our equipment at the Pump Station; everything was fine. Our water residents never even realized that they could have been “out of water” if they were still on a well with no electricity. As a matter of fact two families on Abbott Drive came into Town Hall and got their permits to hookup to Municipal Water; they each indicated that their lack of water during the power outage was the reason to now hook up to municipal water. A third family came in the following week for the same reason.

For your information, our Sensaphone 1400 ACU provides information on seven major operational conditions at the Pump Station in real time, so that I have basic input knowledge on what the problem is when the ACU unit calls me or when I call it to check. This is very helpful in that it allows me to plan a work strategy even before I arrive at the Pump Station in response to the alarm or any adverse condition. I frequently dial up the ACU remotely to check on the operational status of the pump station at any time without having to be physically be there.

HACH TEST FOR QUALITY CONTROL USE:

Performed the periodic Hach Test Unit calibration procedure on our two test units using the HACH DPD-CHLORINE-MR KIT to ensure the accuracy of the daily tests we take to verify accurate and proper chlorine residual test results. All results were within allowable standards.

WATER REPORT:

From an overall viewpoint everything is going quite well. Looking ahead I want to stress again that, in my opinion and other than maintaining the safe quality of our water, the single most difficult and necessary challenge we have in 2021 is finding and repairing the leaks in our system. One special project which we have been studying is the use of “Computerized Correlation Testing” to help find leaks in our system, including the residents’ service line. Other methodologies being studied include “Time Domain Reflectometry” testing Our system component design makeup is a deterrent to finding leaks, relying on equipment dependent upon acoustics or metallics. We have a mixture of DIP (ductile iron pipe), PVC or HDPE (plastics), and Copper in our system; this mixture of materials makes leak locating very challenging. We have been working with Eastcom on evaluating their family of testing units, but to date these units are by far too expensive. We are also working with other industry experts and

are exploring other more cost effective alternatives to purchasing. **I calculate that if we can find and repair an estimated 4 to 6 leaks in our system we can conservatively save approximately \$ 33,000 annually of budget expenses. This is why we have been and continue to be so motivated on our leak detection efforts!**

I want to thank Jack Casey, our Town Attorney for his fine work in preparing the resolution for a 2% increase in our resident water rate. As requested, Jack prepared the resolution for the November meeting and the Town Board's consideration of the increase, effective 1/1/2021. This will bring our rate per thousand gallons of water from the present charge of \$4.90 per 1,000 gallons to \$5.00 per 1,000 gallons. This 2% increase equates to an increase of approximately \$.50 per month per resident bill. The increase is required to better cover our operating costs. As you know, we go to great extents to minimize our water costs to our residents; as a matter of fact, Poestenkill is one of the least costly water municipalities in the area, but this increase is now required.

TRAINING:

On Wednesday, 10/7 I participated in the **EPA course entitled "Building Security and Resilience to Cyber Threats, Disinformation, and other Hazards in the Water and Wastewater Sector"**. This was an excellent and free Webinar. After being tested, I was awarded Continuing Education Units (CEU) credits valid for my P.E. and my Grade C Operator certifications for renewal of the licenses. It also provided the Town with additional information for the preparation of our Cyber Security and Vulnerability Plans, required by the RCDOH and the NYSDOH.

On Tuesday, 10/27 I participated in two free Infrastructure Virtual Summit webinars (11am & 3pm), entitled **"Stormwater Solutions Master Planning for Watershed and Stream Health"** and also **"Stormwater Treatment Best Management Practices"**. Professional Development Hours (PDH) were awarded for my P.E. and my Grade C Operator certifications for renewal of the licenses.

On Wednesday, 10/28 I participated in two free Infrastructure Virtual Summit webinars (1pm, & 3pm,) entitled **How Transportation Departments Can Build a Successful Drone Program-Roads and Bridges**, and **Smart Work Zones**. Professional Development Hours (PDH) were awarded for my P.E. and my Grade C Operator certifications for renewal of the licenses.

On Thursday, 10/29 I participated in two free Infrastructure Virtual Summit webinars (11am & 3pm,) entitled **Wastewater as leading indicator of COVID-19 and The Economic Benefits of Investing in Water Infrastructure**. Professional Development Hours (PDH) were awarded for my P.E. and my Grade C Operator certifications for renewal of the licenses.

UPDATE ON THE BENDER-ST. PETERS LAB CLOSING:

We are now using the **Capital Region Environmental Lab** as our main testing lab. These people are the same professional individuals which we used for 10 years while they were at Bender labs. Since St. Peters closed Bender Labs, they have "bought out" the business (the equipment, etc.) from St. Peters and have set up their own lab (approved by the RCDOH). Their prices are somewhat reduced and in my discussions with other municipalities' Water Operators they are doing the same thing as we are. Additionally, their location on Columbia Turnpike in Rensselaer is more easily accessible to us for our monthly testing. Based upon our first use of the lab on 11/2/20 I am very pleased with their performance. This also saves the Town \$25 per month for overnight mail delivery costs.

OUR NEW WATER METERS

When we first tried to use one of our new water meters we found that the coiled wiring from the meter unit to the antenna was only 5' long, as opposed to our original request for a longer cable. Our excellent EJP Metering Specialist, Chris Goodrich, came from Vermont to Poestenkill and spent over 8 hours to install the proper length cables on all our meters at no cost to Poestenkill--- problem solved!

RESIDENT ISSUES AND REQUESTS THIS PERIOD:

We handled a number of customer "excessive water usage" problems and the associated billing issues; Most issues were positively resolved, and most of the residents paid their outstanding bills, with certain exceptions which we are "working" on.

On Friday, 10/16 a resident at 45 Abbott Drive called to initiate the process to connect to municipal water. **She was motivated by the loss of her well water during the last power failure, while her neighbor had uninterrupted water service from our municipal water system.** She actually sounded like a little kid when she said (twice)--- "**I am so excited!**". I told her that in my handling approximately 440 new water installations her comment was the first that I heard where someone stated that they were "**Excited**" about the hookup! In our discussion I explained to her that she will also likely save money (due to her existing electric, filtering, and water treatment costs) because of our low water costs. She and her husband came to Town Hall at 5pm the same day and obtained their water permit to hook up to municipal water. Their neighbor at 41 Abbott Drive also came in and obtained a permit to connect to municipal water the next day. At this time both she and her neighbor have been fully connected and each are appreciative of our help.

We turned off water to the VFW Ball Field on Saturday, 10/17 at the curbstop. This enabled draining the piping from the curbstop to the buried metering pit and to the beverage stand for the season. We perform this process each fall and reverse the process each year in the Spring.

I also want to mention that, as a result of our analysis of our quarterly billing report for each of our residents' quarterly water consumption we frequently identify excessive water usage on a resident line, thereby indicating a water leak at the resident's premises. Our detailed analysis capability is not only based upon increased customer usage but also on **the timing** of this excess usage; normal water usage occurs during the daytime and evening hours, but a leak is 24 hours per day, thereby providing analysis information. We have been very successful in alerting residents to toilet leaks and other leakages in their homes.

We have also been working with other Town organizations regarding other potential Town Code violations and other issues involving the EPA, FEMA, DEC, the Army Corp of Engineers, and the various Town Boards. Some specific items are the SWPPP (Stormwater Pollution Prevention Plan), the Stormwater Management Design Manual requirements and important related issues, Keyhole Lots – Setback requirements, Drainage District Law (111), Water district Law (220), Lot Line Adjustment issues, Subdivision issues, Local Law updating, and other special situations. Also worked with the FEMA representative from Washington on updating Poestenkill Flood Zone information. Importantly, we also keep in close contact with adjacent towns' water operations to stay on top of upcoming potential problems which could affect Poestenkill.

STATUS OF SPECIFIC NORMAL WATER OPERATIONAL FUNCTIONS:

We are working with a number of contractors regarding new water service line installation requirements. These work functions include permit issuance, discussing our technical equipment requirements with the contractor, providing the necessary equipment to the owner, and performing the required inspections at each location to insure proper excavation depth, proper "rough" underground plumbing, the required 15 minute 100 psi static water pressure test, line flushing, and the Final Inspection required to insure that all Town and NYS installation requirements have been met. We then finalize the installations by formalizing the account information into our data bases for record and billing operations.

We have also, during this period, performed the same functions (as stated above for contractors) for three of our residents who are planning to perform the water service line installations themselves (70 Weatherwax, 15 Pine bowl Road, and Blue Heron Way). Over time we have helped many residents who have performed their own installation and this has saved them many dollars and we have not had any difficulty with the installations, the most recent completion being 15 Pine Bowl Road.

We are presently working on ten new installations, at 70 Weatherwax Road, 10 Dino Lisa Drive, 41 Abbott Drive, 45 Abbott Drive, 30 Cathlie Drive, 4 Williams Street, 6 Fox Hen Drive, 151 Plank Road, Blue Heron Way, and 84 Plank (requiring a "Wet Tap" into our Water Main), and others in the Quail Meadows subdivision. The volume of new connection hookups has increased, I have been told, due to the recent power outage. Those individuals with wells are susceptible to loosing water without power to operate

their well pumps, whereas our Municipal Water keeps flowing both from our tank on Hinkle Road (gravity pressure) and also our large backup generator. The residents value that assurance as well as our water being "safe". Based upon the tank elevation and the average elevation of our users, the average water pressure in our water mains at the street level is approximately 100 psi when our large pumps are turned off at the Pump Station (every 2.31 feet of elevation equals 1 psi).

The 84 Plank Road installation was not completed and was in "limbo" pending County Highway providing permission to dig across the road as of 10/9/20. I received a call from Andrea Gallerie (518-577-1717) on 10/26 stating that she needed the owner to clean up the messy area on her property which was created by the contractor when he tried to perform the horizontal bore. I visited the site and called the contractor and explained the situation to him. He stated that he would get right to it and rake and plant grass seed (the affected area is approximately 5' by 4'). I called Andrea back and explained to her what was to be done and she was very appreciative of our actions. The owner of 84 Plank Road has repaired his existing well and is not hooking up to municipal water since the contractor stated that the horizontal bore would (due to the rocks) now cost \$15,000. I will follow up to ensure that all commitments are kept, and that Andrea is satisfied.

We completed six new water installations to residents' homes this period and are currently working on eight others which are "in-progress".

We performed the periodic inspections of our water tank on Hinkle Road, both the tank and the exterior area; all is well.

UPDATE ON THE PHASE 3 OF THE QUAIL MEADOWS WATER INSTALLATION:

All of the water mains have been completed and tested. The installation was excellent. As a matter of fact, the required 150 psi test for 2 hours was much better than the requirements, reflecting the high-quality workmanship and quality inspections. This completes this portion of our involvement. Basically, we will now be testing the new curbstops as they are installed. The final series of tests will be performed when the service lines are installed from the curbstop to the new houses. We are also creating the required Town records for ongoing operations.

OUR CHEMICAL PUMPS: One of our LMI chlorine pumps was operating sporadically; this happens periodically. We cleared a calcium blockage in the high pressure line feeding the water main pipe exiting the Pump Station. It is now running properly. During this pump "down time" period we utilized our backup pump to ensure the uninterrupted chlorination process. We are considering replacing the LMI pumps with a drastically differently design series of chemical pumps known as "**peristaltic**" pumps. The existing LMI pumps are operated by a diaphragm metering action and contain check valves which are susceptible to chlorine buildup causing calcium blockages, constantly requiring our attention. The

peristaltic pumps operate on a different principal, chemical displacement. They are variable speed, and have no check valves, thereby significantly reducing calcium buildup and the required maintenance. I believe that this type of chemical pump should have been initially installed rather than the LMI pumps when the system was originally designed and built. The replacement cost would be approximately \$4,000, with no installation cost since we have used these pumps before and are experienced with their installation. Our decision will be guided by our budgetary constraints.

We are investing major efforts on locating water leaks in the underground plant. We have been very successful with our past efforts and we are dedicated to improving our “lost water” performance and saving Poestenkill unwarranted costs. Unfortunately, most of our work needs to be done on an “out of normal hours” basis because of street traffic as well as customer water usage. Also, the springtime is most beneficial to leak locating operations. This is an ongoing continuous operation and we will keep you informed of our progress. **Once again, I consider this to be one of our major areas of concern in 2021 and we will aggressively address it in the spring.**

We have mentioned pump station “cycling” in past reports. Due to recent non-standard cycling patterns, we spent considerable time and efforts this period working on this operation. Recently, we again completed our periodic “pump cycling tests” and routine maintenance work (pumps on and off, and also transferring operations from pump #1 to pump #2, etc.). I am pleased to report that our overall system is presently working well and that the proper “cycling” of our two main pumps is also performing very well, as is the Tigerflow computer control system. Unconnected with our earlier comments regarding the type of chemical pump used, this function is entirely controlled by the Tigerflow computer and is necessary with any type of pump used. This is an ongoing maintenance effort.

We picked up required items from Tremont for the Water District operations.

OF BUDGETARY INTEREST: We performed the daily chemical water tests (at Town Hall) and added the necessary sodium hypochlorite (12.5 %) to our system (at the Pump Station) as required by the NYSDOH and NYS law (seven days/week). **Of budgetary interest** is the fact that we have recently been able to reduce our daily level of sodium hypochlorite from .5 gallons per day to .333 gpd and then to .25 gpd, while still maintaining a very healthy level of “Free Chlorine Residual at entry point”. This is due to the fact that chlorine dissipation decreases during the cooler winter months in our lines and also by the fact that Brunswick tends not to vary the amount of chlorine they use during the colder weather; **therefore, as anticipated, our chlorine cost per month will likely be reduced by 50% from now until next April.**

Performed daily (24/7 - both physically and remotely) overall inspections of the Pump Station to ensure operational performance. I periodically remotely (via phone) call the ACU at the pump station to monitor the station’s performance. Our **“PREVENTIVE MAINTENANCE”** controls are much more desirable than having to repair the problem after it has caused a service interruption.

Documented the periodic high and low meter readings at the underground metering vault pits (at Creek Road and Spring Avenue Extension) to be used in evaluating our water supply, usage, and leakage. These readings represent the volume of water supplied from Troy and Brunswick and are used in conjunction with other readings taken throughout the water system to identify problems and also to substantiate the billing which we receive from Troy and Brunswick every six months.

Our main operational focus, as mentioned earlier, is the **quality and safety** of the water supplied to our residents. I am happy to report that all of our test results during these last two months were returned from the labs (with a copy automatically sent to the RCDOH) and all were satisfactory.

We have been working on our “record maintenance” efforts to keep up with the changes necessary to the Water System records, as a result of the new meters and the computer programs newly introduced in 2020. Until recently, we have been using our older inventory of meters. Now we are using the new meters and I should mention, FYI, that the new meters require a different “initial “set up” procedure by us prior to being placed in service. This includes “magnetizing” the antenna module, verifying the unit’s internal wiring (using the new hand held Mueller Mi. Net unit), and taking an initial reading.

As a preventive measure we periodically tested the LMI automatic pump transfer system at the Pump Station for “automatic tank transfers” when liquid runs out in a given tank. This involves determining the trouble locations and repairing the clogged piping, the line pickup “foot valves” and screens, and the transfer switch between the tank and the 6” high pressure injection line. This action was a follow-up to the repairs we recently made to the system to insure proper system component operation. All tests were OK.

Continued field testing curbstops and street valves for leakage. This is an ongoing process.

Performed required NYSDOH functions for our system; for example, take daily (7 days per week) water pumping volume data at the Pump Station, add chlorine as required, and test water samples at Town Hall. This daily test measures “Free Chlorine Residual At Entry Pt.” and measures the Chlorine level as a deterrent to E-coli. This 7 days per week information is then entered into the NYSDOH 360 REPORT on a daily basis, which is submitted to the RCDOH and the NYSDOH each month, along with the monthly Laboratory test results report.

We took the required NYSDOH and RCDOH monthly test samples for Coloform at Town on October 6th and on November 2nd. We then completed the “chain of custody” paperwork, and then delivered the test samples to the laboratory for testing. All test results were satisfactory.

Cleaned various Valve Piping components at the Pump Station; this is an area requiring continuous routine maintenance, and is critical to the proper chlorination process. The chlorination process, by its very nature, causes solidified calcium blockages in the lines and at discontinuity points in the system which must be periodically cleared.

There are many potential trouble spots in the system which, when partially clogged, will reduce the LMI pump output efficiency and will affect the daily Chlorine Residual test results taken by us and submitted monthly to the RCDOH and NYSDOH.

While the weather is still cooperative we are continuing to locate, wire brush and paint some of our key facilities to keep them in good condition, notably our street valves and curbstops. We generally perform these functions in the early hours on Saturday and Sunday mornings so as to not encounter street traffic.

We picked up 20 gallons of 12.5% sodium hypochlorite from Agway for daily use at the pump station in the chlorination process.

Performed miscellaneous maintenance functions at Town Hall such as mounting the mail drop box, bulb replacements, switch and fixture repair, etc.

We dissolved the calcium buildup (using CLR) in several key valves and other fittings to insure free flow of our chemical mix from the LMI pumps into our high pressure piping into our system. This is a continuously required operation.

We performed calibration routines at the Tigerflow station to insure proper functioning of the many functions which the Tigerflow System controls, such as the main pumps "cycling" and alternation, LMI pumps start/stop and alternation, continuously documenting the pump station specific operations (27/7), etc. This Tigerflow computer is extremely "sensitive" and requires continual attention---we monitor it daily (7 days per week) and periodically remotely access the computer to insure proper operation. I also want to inform you that if there is a problem at the pump station (low suction pressure alarms, power alarm, improper LMI system operation, loss of main pump efficiency, etc.) that we have programmed the Tigerflow computer to call me on my cell (24/7). Since I can be at the pump station from home in a matter of minutes this alarm system has helped us many times, particularly when Brunswick or Troy has a water main break (low suction incoming pressure alarm). As a matter of fact, in the last Brunswick water main break I was notified by the Tigerflow computer at 11:45 pm and immediately called Bill Bradley (Brunswick Water Superintendent) to notify him. He told me that he had just, moments before, gotten a call from his people notifying him of the problem. I immediately turned off our pumps thereby isolating us from the Brunswick water supply to protect our residents (we can operate for up to four days using water from our 410,000 gallon tank on Hinkle Road). This is an example of our operational procedures and how they can protect our residents' water supply. Our residents were not even aware of the Brunswick situation and the impact it could have had on us.

We performed the monthly maintenance functions on the large emergency generator located at the pump station; some of these functions involve running the generator for a period of time, exercising the batteries, and checking the output voltages for accuracy. We also performed the monthly operational tests on the portable 5 KW generator used for field emergency issues. Both generators are presently functioning well and are ready, should we need them. One item which we are considering is the

modification of the 5KW generator from gas to propane. This conversation is inexpensive and may well provide operational improvements, particularly during winter months.

Prepared and submitted required NYSDOH Monthly 360 Report and Labs reports to the RCDOH. **All our Town tests and the Laboratory test results for the month were satisfactory.**

811 REPORT:

From an overall viewpoint everything continues to go quite well. All 811 Dig Safe daily requests (tickets) were received and responded to appropriately and in a timely fashion.

The 811 tickets are initially generated by homeowners, utility companies, and by individual contractors. On each of these tickets I receive, mostly “**ROUTINE**” and some “**EMERGENCY**”, I pull the respective Plats for the section of our water system. I next check our water records to determine if the location is connected to our system, and if so, what the routing of the service line is. I then call or meet with the Field Contact, discuss what they are planning to do. I visit the location and then I provide the details of our water system (and culvert pipe info) to the contractor, mark out the pipe locations when appropriate, and exchange telephone numbers with him and ask to be kept informed if he changes the schedule. This process must be completed within 48 clock hours or the Town would be fined and held accountable by the 811 organization in Syracuse. I then follow up (visit the work location) when the job is progressing to ensure that no problems occur. We recently received notification from the 811 organization that we should be prepared to handle a large number of locate and mark out requests due to the pent-up demand created by the COVID-19 pandemic; we are ready to handle these increases.

We receive and must respond to the daily “Dig Safely Audits” (seven days/week) and we have continually met all our obligations. We also receive NYS DIG SAFELY tickets and other reports, verify accuracy, and respond as required.

It is noteworthy that the recent Eastcom notice stated that the most common reasons for damage to utility pipes in the US are:

“According to the latest Common Ground Alliance data, the major causes for damages to underground facilities are” :

Unsafe digging practices around utilities --- 31.22% ****

Inaccurate markings of utilities --- 20.79%****

No notification to 811 --- 23.18%

Utility line not at proper depth --- N/A

(**** under our direct control)

For your information, the following 811 Mark-out Requests exemplify the types of requests which we recently received: Gas Main repair, Swimming Pools, Burying Cables, a Foundation Wall, Replacing a Driveway, New Water Services , Install Utility Poles - routine, Emergency Pole Replacement Callouts, Water Collection /

Grading, Installing Signs, Soil Borings, Installing Fences, Septic System Perc tests, landscaping, trench, Digging porch footings, Stump removal, Geothermal Boring, Burying Main Line Cable.

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(845) 230-3111 (fax)
kmadonna@kennedymadonna.com

October 2, 2020

Town Of Poestenkill
Poestenkill WD#1
38 Davis Road
PO Box 210
PO Estenkill, NY 12140-0210

RE: IMPENDING NEW YORK STATE MAXIMUM CONTAMINANT LEVELS
FOR PFOA AND PFOS

Dear Town Of Poestenkill:

I am writing regarding New York's recently established MCLs for PFOA and PFOS. As you are probably aware, in December 2018, New York's Drinking Water Quality Council recommended a maximum contaminant level of 10 parts per trillion ("ppt") for PFOA and PFOS. On July 30, 2020, the Department of Health's Public Health and Health Planning Council approved the proposed MCLs which were then published in the State Register and became effective on August 26, 2020.

Now that the MCLs have been formally adopted, systems serving 10,000 people or more will be required to begin testing within 60 days of August 26, 2020. Systems serving 3,300 to 9,999 people will be required to begin testing within 90 days and systems serving less than 3,300 people within six months.

It is estimated that approximately 21 percent of all systems in New York will have levels of PFOA and/or PFOS above 10 ppt with the following estimated treatment costs (although these estimates could be much greater depending on the number of wells that are contaminated and the unique characteristics of a supplier's distribution system:

<u>System Size</u>	<u>Capital Costs</u>	<u>Lifetime O&M</u>
Small systems serving less than 3,300 persons	\$400,000	\$1,250,000
Medium systems serving between 3,300 and 9,999 persons	\$2,400,000	\$6,250,000
Large systems serving 10,000 persons or more	\$15,000,000	\$36,250,000

Attorney Advertising – Prior Results do not Guarantee a Similar Outcome

ATTACHMENT



TOWN OF POESTENKILL

38 Davis Drive, P.O. 210
Poestenkill, NY 12140

Office of the
Building Inspector
Code Enforcement Officer

MEMORANDUM

To: Town Supervisor – Keith Hammond

Town Board Members- June Butler, David Hass,

Eric Wohlleber (deputy Town Supervisor)

Town attorney – Jack Casey

From: Tracy Church Code Enforcement/ Building Inspector

Date: November 12, 2020

RE: October/ November Building Department Report

OVERVIEW:

I am both happy and relieved, to report that I have successfully completed all six classes required by The State of New York, Department of State, Code Enforcement, 9-A thru 9-F, to represent this Municipality as a Code Enforcement Official. I am now required to achieve 25 annual hours of additional designated training per year beginning on January 1st, 2021. The Building/Code Enforcement office is continuing to issue Certificates of Occupancies, Building Permits, and perform necessary inspections on a regular basis often during off hours to provide access to all Town Residents and Builders as to make it possible for everyone to accomplish projects as needed. Title searches are continuous as well, as are Code Enforcement requests. We have also been available for emergency calls (911) as needed. The MS4 portion has been busy also, the MS4 required meetings and classes are beginning to resume as the current COVID situation allows. I have enlisted the assistance of the DEC as well as The Army Corps of Engineers for an issue located on a piece of property located on Algonquin beach Road, which will be reported on as results are received. We are continuing to answer all request's and complaint's promptly and resolve most issues without the need for Official assistance, however some resolutions require resources with the help of other Authorities RE: Law enforcement or the Court system.

Tracy Church

Building Inspector/ Code Enforcement Official



Town of Poestenkill
Office of the Highway Superintendent
P.O. Box 210
Poestenkill, NY 12140
(518) 283-4144

To: Town supervisor- Keith Hammond
Town Board Members Butler, Wohlleber, Hass, Van Slyke

From: Highway Superintendent- Toby Chadwick

Date: October 11, 2020

RE: Highway Activities
October 6, 2020-November 10, 2020

1. Crew been out patching holes with hot box.
2. Crew been screening winter sand
3. Crew been putting plows and sanders on trucks
4. Crew been changing oils and greasing trucks and sanders for winter months.
5. Crew been out plowing and sanding on the mountain
6. Crew been out picking up brush and bags again
7. Crew been out cutting brush along the roads.

At a duly convened meeting of the Town Board of the Town of Poestenkill conducted at the Poestenkill Town Hall at 7:00 P.M. on 19th day of November 2020.

RESOLUTION NO. _____ OF THE YEAR 2020

IN THE MATTER OF THE TRANSFER OF CERTAIN GENERAL BUDGET FUNDS

WHEREAS, the Town bookkeeper has advised that it has become necessary to effect various General Fund budget transfers in order to properly fund certain Town expenses;

NOW, LET IT THEREFORE BE

RESOLVED, that it is hereby authorized and directed as follows:

That the sum of \$269.32 from General Fund Budget line item 11990.4 (Contingent 4) be transferred to General Fund budget line item 13620.4(Code Enforcer 4) in a sum of \$269.32 and a sum of \$338.46 to be transferred from General Fund budget line item 11990.4 (Contingent 4) transferred to General Fund budget line item 15010.4(Supt. of Highway) in sum of \$338.46.

MOVED BY: _____

Prepared and approved as to form by:
Michelle Asquith

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: _____

Councilman David Hass: _____

Councilman Harold Van Slyke: _____

Councilman Eric Wohlleber: _____

Supervisor Keith Hammond: _____

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on the 19th day of November 2020.

RESOLUTION NO. ____ OF 2020

**IN THE MATTER OF THE TRANSFER OF CERTAIN
WATER BUDGET FUNDS 2020**

WHEREAS, the Town bookkeeper has advised that it has become necessary to effect certain Water Budget fund transfers to properly fund certain Town expenses;

NOW, LET IT THEREFORE BE

RESOLVED, that it is hereby authorized and directed as follows:

That the sum of \$935.00 be transferred from Water Budget fund line item 8310.14 (811 dig safely) to Water Budget fund line item 8310.11 (Assistant Water Manager).

MOVED BY: _____

Prepared and approved as to form by:
Michelle Asquith

SECONDED BY: _____

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: _____

Councilman David Hass: _____

Councilman Harold Van Slyke: _____

Councilman Eric Wohlleber: _____

Supervisor Keith Hammond: _____