

AGENDA
TOWN OF POESTENKILL
TOWN BOARD MEETING
July 16, 2015

VOTING MEMBERS

Supervisor	Dominic Jacangelo
Deputy Supervisor	Gail Bentley
Councilman	David Hass
Councilwoman	June Ross
Councilwoman	Michele Wait

NON-VOTING MEMBERS

Town Clerk	Susan Horton
Town Attorney	Patrick Tomaselli

Audit Committee

*7:15pm Notice of Public Hearing Amending the Building Code
Administration and Enforcement Law of the Town of Poestenkill*

I. Pledge of Allegiance

II. Public Comment Period

The public is invited to make brief comments and/or request information regarding matters of concern to the Town and its residents. Speakers should clearly identify themselves and at their option provide their home address. Comments should be directed to the Board and cross discussion with other members of the audience is only permitted at the recognition of the Board. A request can be made to speak on an item that is on the agenda when the item comes up for discussion/consideration by the Board. Your cooperation and courtesy is most appreciated.

III. Town clerk Minutes-Meeting date(s)

June 18, 2015

IV. Liaison Reports

- A. Planning Board
- B. Zoning Board
- C. Fire Company
- D. Library
- E. Youth Advisory Board

V. Correspondence

Time Warner

VI. Presentations

none

VII. Discussion Items

Building Demolition Bid return by July 29, 2015 3pm

Acknowledgement of Donation to Summer Camp

VIII. Action Items

- 1. APPROVAL OF LOCAL LAW- AMENDING THE BUILDING CODE
ADMINISTRATION AND ENFORCEMENT LAW OF THE TOWN OF
POESTENKILL**
- 2. APPROVAL OF EVANGELICAL LUTHERAN CHURCH/POESTENKILL
HISTORICAL SOCIETY LEASE**

IX. Reports

- A. Supervisor's Report
- B. Town Attorney's Report
- C. Town Clerk's Report/ Town Clerk Memo
- D. Assessor's Report
- E. Building Inspector's Report/ Code Enforcement Report/Water Manager
- F. Dog Control
- G. Creekside Kennel
- H. Town Highway Report

X. Budget Transfers

XI. Payment of Bills

XII. Adjournment

Reminders

Town Board Meeting August 20, 2015
Auditing Bills 7pm regular business to follow

**NOTICE OF PUBLIC HEARING
TOWN OF POESTENKILL**

Notice is hereby given that the Town Board of the Town of Poestenkill will conduct a public hearing at the Poestenkill Town Hall at 38 Davis Drive in the Town of Poestenkill, County of Rensselaer, New York at 7:00 P.M. on July 16, 2015 to consider the adoption of a proposed local law entitled "**TOWN OF POESTENKILL BUILDING CODE ADMINISTRATION AND ENFORCEMENT LAW AMENDMENT OF 2015**" which would provide a specified methodology for effecting due process in the prosecution of alleged violators of the provisions of the State Code and Chapter 92 of the Town Code, including but not limited to violations of the provisions thereof dealing with property maintenance, and for the assessment of costs incurred by the Town in effecting compliance and/or undertaking and completing any required remedial work.

At the aforesaid time and place of hearing, all interested persons will be given the opportunity to be heard concerning the proposed legislation.

Dated: June 23, 2015

By Order of the Town Board
Susan Horton, Town Clerk

Approved as to form by
Patrick J. Tomaselli, Esq., Town Attorney

Patrick J. Tomaselli
Attorney at Law
Tomaselli Law Offices
P.O. Box 97
Poestenkill, New York 12140-0097
Telephone and Facsimile (518) 689-2280

June 24, 2015

TRANSMITTED VIA EMAIL TO legals@troyrecord.com

The Record
Fifth and Broadway
Troy, New York 12180

RE: Notice of Public Hearing for the Town of Poestenkill
Proposed Local Law entitled
**TOWN OF POESTENKILL BUILDING CODE ADMINISTRATION AND
ENFORCEMENT LAW AMENDMENT OF 2015**

To whom it may concern:

As Poestenkill Town Attorney, I am transmitting herewith a Notice of Public Hearing to be published in the legal notices section of The Record one (1) time on or before July 5, 2015.

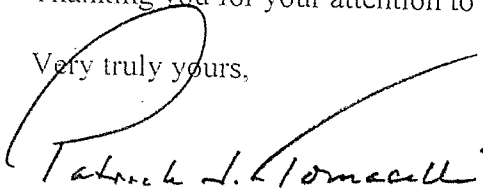
Please send the billing and the affidavit of publication for said legal notice to:

Susan Horton, Town Clerk
Poestenkill Town Hall
P.O. Box 210
Poestenkill, New York 12140

It is not necessary to send the billing and the affidavit of publication to me.

Thanking you for your attention to this matter, I am

Very truly yours,


PATRICK J. TOMASELLI, ESQ.
Poestenkill Town Attorney
Enclosure

cc: Poestenkill Town Board
Susan Horton, Town Clerk

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE
162 WASHINGTON AVENUE, ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County
City
Town
Village

of **POESTENKILL**

Local Law No **4**

of the year **2015**

A local law **AMENDING THE BUILDING CODE ADMINISTRATION AND ENFORCEMENT LAW
OF THE TOWN OF POESTENKILL**

(Insert Title)

Be it enacted by the

Town Board

of the

(Name of Legislative Body)

County
City
Town
Village

of **POESTENKILL**

as follows:

Section 1. Name of local law

This law shall be known as "Town of Poestenkill Building Code Administration and Enforcement Law Amendment of 2015."

Section 2. Findings, Purpose and Intent

The existing Town Code Chapter 92 entitled "Building Code Administration and Enforcement" provides, among other things, for the service of compliance orders, the issuance of appearance tickets, the assessment of civil penalties and the pursuit of injunctive relief for any violation of said Town Code or of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) or any amendments or revisions thereto occurring within the Town of Poestenkill (the Town) which are adopted and incorporated by reference in the Town Code. It is noted that said State legislation specifically includes requirements and standards with respect to property maintenance which have therefore been incorporated by the Town in Chapter 92 of the Town Code. However, said existing Chapter 92 does not expressly provide for affirmation or assurance of compliance with due process, including the alleged violator's right to a hearing, nor does it expressly provide for the recovery by the Town of costs and expenses incurred by the Town in effecting compliance by the violator and/or undertaking and completing any required work in the event the violator neglects or refuses to do so. It is therefore the purpose and intent of this local law to amend Chapter 92 to address these issues.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Section 3. Amending the Building Code Administration and Enforcement Law (Chapter 92 of the Code of the Town of Poestenkill

For the reasons hereinabove set forth, the Town of Poestenkill hereby amends the Building Code Administration and Enforcement Law (Chapter 92 of the Code of the Town of Poestenkill) as follows:

Existing §92-16(A)(1)(a) is hereby revised to read as follows:

- (a) Be in writing, naming the owner or person in possession of the property as such appears from tax and deed records, together with a brief description of the premises and its location.

There is hereby added to existing §92-16 Violations a new paragraph C which provides as follows:

- C. Sufficiency of Service. The service of a compliance order, appearance ticket, notice of hearing or notice of liability by personal delivery shall be deemed good and sufficient service. In the event personal delivery within the Town of Poestenkill is attempted but is unsuccessful, then delivery by mailing a copy thereof to the person or entity to be served by certified mail, return receipt requested directed to his, her or its last known address shall be deemed good and sufficient service for all purposes. In addition, service may be effected by any method specified for service of process by the New York State CPLR.

Existing paragraphs C, D and E of §92-16 are hereby re-designated paragraphs D, E and F, respectively.

There is hereby added to §92-16 new paragraphs G, H and I which provide as follows:

- G. Hearing. In the event of the alleged violator's failure to comply with any compliance order or respond to any appearance ticket, the Code Enforcement Officer shall notify the Town Board which will thereupon cause to be prepared and served upon the alleged violator a notice of hearing indicating that a hearing will be held before the Town Board at which hearing the alleged violator may contest the allegations of the compliance order or appearance ticket. Said notice shall be served in the manner hereinabove provided not less than ten (10) days prior to the date of the hearing and shall specify the date, time and location of the hearing; the location and a description of the conditions which exist and which are alleged to be in violation of Town Code Chapter 92; and, in the event the alleged violations are determined to exist by the Town Board, the Town's intent to hold the violator liable for all reasonable costs and expenses incurred or anticipated to be incurred by the Town in effecting compliance by said violator and/or in undertaking and completing any required work in the event the violator neglects or refuses to do so within the time allowed by the Town Board.
- H. In the event any violation is sustained by the Town Board, or in the event the alleged violator shall fail to appear or respond to an appearance ticket or other duly issued process, said person or entity shall be liable for any and all costs and expenses incurred by the Town in connection with effecting compliance by the violator and/or undertaking and completing any

required work in the event the violator neglects or refuses to do so. Without in any way limiting the foregoing, such costs and expenses shall specifically include the cost of performance of needed work, attorney's fees, costs of service of process, publication and mailing, any court costs and the like. If unpaid within thirty (30) days after the Town Board's determination of such costs and notice thereof to the violator, said costs and expenses may be levied against the premises on which the violation occurred and shall be levied and collected in the same manner as provided for the levy and collection of real property taxes.

- I. The Town Board in its discretion may elect to make application to New York State Supreme Court in and for the County of Rensselaer for the obtaining of any needed or desired injunctive relief.

Section 4. Severability

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective Date

This local law shall take effect immediately upon filing with the New York State Secretary of State.

TOWN BOARD MINUTES
TOWN OF POESTENKILL
TOWN BOARD MEETING

June 18, 2015

(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Bentley	Present
Councilman Hass	Present
Councilwoman Ross	Present
Councilwoman Wait	Present
Supervisor Jacangelo	Present

NON VOTING MEMBERS

Susan Horton, Town Clerk
Patrick Tomaselli, Attorney

Motion by Bentley, seconded by Hass, and carried that the monthly bills had been audited for payment.

Supervisor Jacangelo opened the meeting with the Pledge of Allegiance and reported that the first item on the agenda was the public hearing on a proposed local law entitled "TOWN OF POESTENKILL HOME OCCUPATION AMENDMENT LAW OF 2015." The hearing opened at 7 p.m. The purpose of this law is to allow a Class II Home Occupation in a Residential (R) Zoning District using a Special Permit. The affidavit of publication was available for review. Supervisor Jacangelo asked if the Board members had any comments or if any of the audience had any comments or questions about the proposed law. There were no comments in regards to this proposed law. Councilman Hass stated that the town should encourage business of this kind in town. Supervisor Jacangelo noted that the town board was in favor of this law and wished the resident much success. This public hearing was closed at 7:10 p.m.

Supervisor Jacangelo opened the floor for public comments. There were no comments from audience.

Motion by Wait, seconded by Hass and an oral vote of 4 ayes to accept the Town Clerk's minutes of the June 18, 2015 as written. Councilwoman Bentley abstained from voting.

Liaison Reports:

Planning Board – W. Daniels, Planning Board liaison updated board members on their last meeting. Town Board members had copies of the Planning Board's meeting of Jun 2nd in their packets.

Zoning Board – H. Van Slyke, ZBA Chairman updated board members on their last meeting and Town Board members had copies of the ZBA meeting of May 12th in their packets.

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

Library – no report

Youth Advisory Board – K. Anthony, Youth Director reported on the upcoming summer program which will be held at the Fire House.

Correspondence:

Memo dated June 3rd from Time Warner Cable stating that certain services/stations might be discontinued in the near future.

Discussion Items:

Property Maintenance proposed Local Law-redraft- Town Board members, Mr. Tomaselli and the Code Enforcement Officer have been working on this Property Maintenance document for several months. There had been many redrafts of this proposed law. After another lengthy discussion, it was decided that Mr. Tomaselli include several amendments that were discussed this evening to be included in the final document and the town board decided to move forward with a public hearing set for July 16th at 7:15 p.m. on proposed Local Law #4 entitled "AMENDING THE BUILDING CODE ADMINISTRATION AND ENFORCEMENT LAW OF THE TOWN OF POESTENKILL".

Building Demolition Bid- Town board members had stated that they had reviewed the bid specifications that had been prepared by Mr. Tomaselli. Motion by Wait, seconded by Hass and carried to put the demolition of 116 Plank Road, Town of Poestenkill out to bid. Supervisor Jacangelo noted that there was a provision in town law which allows the Highway to bid on the demolition if interested. Mr. Tomaselli stated that if the Highway was interested, they would not have to go through the formal bid process. The return date for these bids was set for July 29th at 3:00 pm.

Camp Counselor- Motion by Ross, and seconded by Bentley and carried to approve Paige MacNamara as a camp counselor.

Action Items –

RESOLUTION #14-2015 – IN THE MATTER OF ADOPTION OF LOCAL LAW NO. 3 OF THE YEAR 2015 OF THE TOWN OF POESTENKILL ENTITLED "TOWN OF POESTENKILL HOME OCCUPATION AMENDMENT LAW". Resolved, that the Poestenkill Town Board, for the purpose and intent set forth in Section 2 of said proposed legislation, hereby adopts said proposed Local Law No. 3 of the Year 2015 of the Town of Poestenkill and directs that same be duly filed by the Town Clerk with the Department of State of the State of New York.

MOVED BY: Councilwoman Bentley

SECONDED BY: Councilwoman Wait

VOTED UPON AS FOLLOWS:

Councilwoman Bentley: YES

Councilman Hass: YES

Councilwoman Ross: YES

Councilwoman Wait: YES

Supervisor Jacangelo: YES

Local Law #3-2015 "Town of Poestenkill Home Occupation Amendment Law" was unanimously adopted by the Town Board.

Approval of Bid Proposal – This has already been approved.

Reports:

Supervisor's Report- Supervisor Jacangelo reported that he, Councilwoman Bentley, the Town Attorney and L. Sagendorf, Town Historian have been working together on a proposed lease of the Lutheran Church parsonage as a new site for the Town Historian's office as well as storing the archives. Motion by Ross, seconded by Hass and carried that the building permit fee to erect the ramp at the parsonage be waived by the town. He also reported that there will be a Veterans

march from the VFW to Grafton on September 19th. He further stated that the application has been sent to the state regarding extended service areas for Time Warner Cable and now it's basically in the state's hands.

Town Attorney's Report – Mr. Tomaselli drafted resolutions for this evening's meeting, drafted technical specifications for the demolition work, submitted an opinion on a matter pending on the ZBA, etc. The full report is on file in the Town Clerk's office.

Town Clerk's Report – Motion by Wait, seconded by Ross and an oral vote of 5 ayes to accept the Town Clerk's report of May 2015. The total amount received in the Clerk's office was \$6,282.98 and of that amount \$5,998.32 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report. Mr. Brunet reported that the MS4 audit will take place on Tuesday, June 23rd and also reported on various fees collected. They also had copies of the Assessors monthly report, DCO report, and the Highway report.

Supervisor Jacangelo stated that an issue has arisen pertaining to Creekside Kennel and an audit that was recently done by Ag & Markets. The kennel was criticized for the lack of a procedure pertaining to licensing when an animal was released back to the owner or an animal adopted out during times when the town clerk was unavailable. The Town Clerk and the Supervisor are working on a program whereby the kennel could issue the license and then follow up with the town clerk. The town clerk will be working closely with the owner of the kennel to resolve these issues.

Councilman Hass attended the last Sand Lake town board meeting and made a presentation regarding the lack of mutual aide ambulance service from their town. He pointed out that their town board listened to his concerns but made no comments at their meeting. He also stated, that R. Bayly, town resident and County Legislator also attended this meeting and is very concerned over the lack of mutual aide assistance for ambulance calls from the Town of Sand Lake. He is doing everything he can from the County level to help solve this critical issue. Supervisor Jacangelo stated County Emergency Services are concerned with this also and there is a mission here that goes beyond Town boundaries.

Payment of Bills:

Correction of Warrant #7-2015- Motion by Ross, seconded by Hass and carried to authorize the correct amount of \$38,076.42.

Motion by Bentley, seconded by Hass and an oral vote of 5 ayes to pay Warrant #9-2015 in the amount of \$16,312.44 Motion by Bentley, seconded by Wait and an oral vote of 5 ayes to pay Warrant #10 -2015 in the amount of \$162,425.01.

Motion by Supervisor Jacangelo, seconded by Bentley and an oral vote of 5 ayes to enter into Executive Session at 8:15 pm to discuss a possible property acquisition and a personnel issue with no votes being taken. Motion by Ross, seconded by Bentley and an oral vote of 5 ayes to exit from Executive Session and immediately adjourn this meeting at 9:15 p.m.

Respectfully submitted,


Susan Horton, Town Clerk



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

July 7, 2015 Minutes

(Distributed before approval)

Attendees:

Judy Grattan, Chairman

Eric Wohlleber

Robert Dore

William Daniel

Tom Russell

Harvey Teal

Jeffrey Briggs

Robert Ryan, Attorney

Absent:

Chairman Grattan called the meeting to order at 7:30 pm with the Pledge of Allegiance.

Minutes

The minutes of the Board meeting on June 2, 2015 were reviewed and a motion to accept the minutes was made by Board member Daniel, seconded by Board member Wohlleber, and approved by a vote of six (6) ayes, zero (0) nays, and one (1) abstention (member Briggs).

Public Comment Period

There being no comments from the public, public comment period was closed.

New Applicants

Joan/Russell Chamberlain

(Tax Map#126.-5-29.12 and 126.-5-29.2)

Lot Line Adjustment

695/707 Plank Rd

Ms. Chamberlain explained that she would like to move her lot line 100 feet to the west, giving her son's property 100 feet of side setback, as currently the house on his property is directly on the lot line, giving them zero side yard. Moving the line would give them enough room to have a side yard. Member Teal asked the location of wells and septic. Ms. Chamberlain stated that her well and septic are both well away from the proposed new lot line. Adding that there is nothing but vacant land in this area of her lot currently. Chairman Grattan asked if both parties were happy with this arrangement. Both Mr. Chamberlain (son) and Ms. Chamberlain (mother) were in agreement on the change.

Chairman Grattan explained since this doesn't create any planning issues, the lot line adjustment can be made and it does not need to go to the Zoning Board of Appeals for anything further. Attorney Ryan agreed with this statement. After a brief discussion, there were no further questions from the Planning Board, member Dore stated that this is a lot line adjustment and made a motion to approve the lot line adjustment, seconded by member Teal and approved by seven (7) ayes, zero (0) nays and zero (0) abstentions.

Other Business

Member Briggs brought up a topic that he would like the Planning Board to offer thoughts on. The topic is a piece of property on Legenbauer Road that the Rensselaer Plateau Alliance would like to use for summer activities and educational purposes. He explained two concepts that he has developed to allow for parking on the property so that cars would not be parked on the side of the road. After a discussion of the concepts, Chairman Grattan asked how much earth would be moved to create this parking area. Member Briggs said it would be less than an acre. Member Daniel asked if there would be snowmobiles allowed. Member Briggs stated that snowmobiles may use the trails, as they link to other trails/areas but would park in other areas, and they would not be looking to accommodate parking for a truck and snowmobile trailer at this location. Attorney Ryan stated that he was not sure if this is something the Planning Board would need to make a decision on. Perhaps a Special Use Permit might be necessary, but because it is private land, the owner, albeit a non-for-profit organization, can decide to let others park and use the property. Chairman Grattan agreed with Attorney Ryan that this may not be a planning issue. Attorney Ryan will look at the issue more closely.

There being no further business, a motion to adjourn was made by Board member Wohlleber, seconded by Board member Briggs, and approved by all members present. The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Amy Ferguson
Secretary



TOWN OF POESTENKILL

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

Zoning Board of Appeals

ZONING BOARD OF APPEALS

June 9, 2015 Minutes

(Distributed before Approval)

Attendees:

Harold Van Slyke, Chairman
Paul Jamison
Terry Lantry
Kevin McGrath
Frank Burzesi
Cheryl Sarjeant, Alternate

Absent:

Patrick Tomaselli, Attorney

Chairman Van Slyke opened the meeting at 7:35 pm.

Public Hearings

Kronau

(Tax Map#125.-11-38)

Area Variances - Deck

19 Abbott Drive

Chairman Van Slyke opened the public hearing. The secretary read the hearing into record. Mr. Kronau spoke favorably for the application, that the deck would afford them area to entertain and be in keeping with the rest of the neighborhood. No one spoke in opposition. Member Lantry asked when the house was purchased and constructed. Mr. Kronau responded, it was purchased in August 2014 and constructed in 2004. There had been a previous house on the lot which had burned down. With no further comment, Chairman Van Slyke made a motion to close the public hearing, seconded by member Jamison and approved by five (5) ayes, zero (0) nays and zero (0) abstention.

Member Jamison made a motion to approve the variance for the deck with a rear setback of 13 feet where a 50 foot setback is required. Board member Burzesi seconded the motion. The Board members were then polled for their vote and the reasons for that vote.

After considering all of the mandatory area variance factors, Board member Jamison voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. Other properties in the neighborhood have similar decks.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. The property is oddly situated and any deck would be a violation.
- 3) *Whether the requested variance is substantial.* – Yes. 75% is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. No expected environmental impact.

- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. This is a desired, not required, addition to the property.

After considering all of the mandatory area variance factors, Chairman Van Slyke voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. Other properties in the neighborhood have similar decks.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. By not building a deck they are at ground level.
- 3) *Whether the requested variance is substantial.* – Yes. 72% is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. It will resemble other properties.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. The property was bought with this limited area.

After considering all of the mandatory area variance factors, Board member Burzesi voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. The deck would not be a detriment or produce undesirable change.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. The deck cannot be located elsewhere.
- 3) *Whether the requested variance is substantial.* – Yes. Variance is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. No expected environmental impact.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. The house was purchased as is.

After considering all of the mandatory area variance factors, Board member Lantry voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. Deck will face open space behind the neighboring house.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. This is the most desirable location to join rear sliding doors and open space at rear of the house.
- 3) *Whether the requested variance is substantial.* – Yes. Although, the deck will not look out of place in the neighborhood.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. No expected environmental impact.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – No.

After considering all of the mandatory area variance factors, Board member McGrath voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. Small lots and zoning setbacks not in effect when lots were designed.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. The lot is too small and the given the layout of the rear door.
- 3) *Whether the requested variance is substantial.* – No.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. Similar lot uses in the neighborhood.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. Deck is not necessary.

Resolution of issue: Variance was granted

Rutherford

(Tax Map# 137.-2-23)

Area Variance - Fence and Farm Animals

550 Oak Hill Rd

Chairman Van Slyke opened the public hearing. The secretary read the hearing into record. Ms. Goard spoke favorably for the application, she said that Mr. Rutherford had spoken with several neighbors and they would enjoy seeing animals back on the property. One neighbor spoke as a concerned neighbor because the previous owner had many animals on the property and there was a significant odor that was present much of the time. He was not opposed to having animals, just didn't want the number to get out of control, like it did with the previous owners. No one spoke in opposition. Chairman Van Slyke asked if Mr. Rutherford had owned animals before, Ms. Goard responded that he has not beyond household pets, but that he had been doing a lot of research on the types of animals he was looking to get and was becoming well versed. With no further comment, Chairman Van Slyke made a motion to close the public hearing, seconded by member Lantry and approved by five (5) ayes, zero (0) nays and zero (0) abstention.

The question was asked when the chicken coop was built. Ms. Goard said that it had been there for about one (1) year. The barn has been there with the original farm house. Discussion took place whether or not a variance was also needed because the coop is closer than 50 feet from the lot line. Ms. Goard wasn't sure of the dimension. While the board was still meeting, Ms. Goard went and took a measurement of the coop to the property line. She returned with a measurement of 25 feet from coop to the lot line. A discussion of whether the coop could be moved, if necessary, took place. Ms. Goard stated that much of the property is not level and therefore other locations would be difficult.

The board discussed whether to vote on three (3) separate variances or fold it all into one (1) variance. Ms. Goard stated that the fence and animals go together. If they can't have the animals, they may very well not do the fence, as designed. The decision was made to vote on it as one (1) variance.

Member Jamison made a motion to approve the variance for a fence with a height of four (4) feet four (4) inches where four (4) feet is the maximum fence height allowed within 25 feet of the front lot line and three (3) feet is the maximum allowed fence height on a corner lot, and for five (5) domestic farm animals where the keeping of no more than two (2) adult domestic type farm animals are permitted, and to allow 175 feet of separation from the

chicken coop to a neighboring residence where the town code requires 200 feet and to allow 25 feet of separation from the chicken coop to the property line where 50 feet is required by the Town code. Board member Lantry seconded the motion. The Board members were then polled for their vote and the reasons for that vote.

After considering all of the mandatory area variance factors, Board member Jamison voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. So long as the number of animals is kept to five (5).
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Fence height is required.
- 3) *Whether the requested variance is substantial.* – Yes. The fence is not substantial, but the number of animals is and the chicken coop distance to the property line is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. As long as the animals are cared for properly.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. These changes are all desired.

After considering all of the mandatory area variance factors Chairman Van Slyke voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. There is no change in the neighborhood brought about by increasing the height of the fence. There are a number of domesticated animals in the area.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. A fence less than 52 inches could be problematic to the containment of horses. The keeping of five (5) animals is possible with the conscious handling of manure.
- 3) *Whether the requested variance is substantial.* – No. I believe the difference would be hard to detect by the naked eye.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. Will not be noticed.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – No. If the applicant wants to contain horses, which is an allowed use, then it is preferred.

After considering all of the mandatory area variance factors, Board member Burzesi voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. If the animals are maintained properly.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Except for moving the chicken coop.
- 3) *Whether the requested variance is substantial.* – Yes. The fence and the coop being 175 instead of required 200 feet from nearest residential dwelling are not substantial,

but the number of animals and the chicken coop distance to the property line are both substantial.

- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. As long as the animals are cared for properly.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. The difficulty was self created.

After considering all of the mandatory area variance factors, Board member Lantry voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. Neighborhood is rural with other fenced areas and animals.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Fence is needed to contain desired animals and the chicken coop location is based on level grade available.
- 3) *Whether the requested variance is substantial.* – No. The fence is not substantial, but the chicken coop distance to the property line is substantial. There was no objection by the neighbor.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. No known environmental impact.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. Based on the desire of the applicant to have animals.

After considering all of the mandatory area variance factors, Board member McGrath voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. Property has had animals in the past. No adverse reaction from neighbors.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Shape of property, hard to meet setbacks, higher fence is needed for safety.
- 3) *Whether the requested variance is substantial.* – Yes. The fence is not substantial, but the number of animals is and the chicken coop distance to the property line is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. No environmental impacts.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. Animals are not necessary.

Resolution of issue: Variance was granted

Bulan

(Tax Map # 125.-9-1.1)

Area Variance - Pool

9386 NY 66

Chairman Van Slyke opened the public hearing. The secretary read the hearing into record. No one spoke in favor or in opposition. With no further comment, member Lantry made a motion to close the public hearing, seconded by member Jamison and approved by five (5)

ayes, zero (0) nays and zero (0) abstention. Chairman Van Slyke made a motion to approve the variance for the pool with a front setback of 40 feet where a 50 foot setback is required. Board member Jamison seconded the motion. The question was asked about a fence. Ms. Bulan stated that they currently have a 4 foot chain link fence and would like to eventually change that, but don't have plans to do that right away. If they did put a new fence up, it would be five (5) feet closer to the road than the pool. The Board members were then polled for their vote and the reasons for that vote.

After considering all of the mandatory area variance factors, Board member Jamison voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. A pool is neither an undesirable change nor a detriment.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Based on the location of the septic fields, no other place is reasonable.
- 3) *Whether the requested variance is substantial.* – Yes. 20% is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. This is a desired, not required addition to the property.

After considering all of the mandatory area variance factors, Chairman Van Slyke voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. The siting of a pool is a normal development occurrence for this area.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Based on the location of the septic fields, the proposed location is logical.
- 3) *Whether the requested variance is substantial.* – Yes. 20% is substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. So long as a fence is in place and maintained.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. The house was build, sold and bought with current circumstances.

After considering all of the mandatory area variance factors, Board member Burzesi voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. A pool is neither an undesirable change nor a detriment.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Based on the location of the septic fields, no other place is reasonable.
- 3) *Whether the requested variance is substantial.* – No. 10 feet of 50 feet is not substantial.

- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. A pool is not required.

After considering all of the mandatory area variance factors, Board member McGrath voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. A will not be visible from neighboring properties.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Based on the location of the septic fields.
- 3) *Whether the requested variance is substantial.* – No. Not substantial.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. No impact on neighbors.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – Yes. Pool is not a necessity.

After considering all of the mandatory area variance factors, Board member Lantry voted to approve the variance giving the following reason for this decision:

- 1) *Whether an undesirable change would be produced in the character of the neighborhood or detrimental to nearby properties.* – No. There should be no change to the neighborhood.
- 2) *Whether the benefit sought by the applicant can be achieved by a feasible alternative to the variance.* – No. Based on the location of the septic fields, no other place is reasonable.
- 3) *Whether the requested variance is substantial.* – No. Based on 20%.
- 4) *Would the variance have an adverse impact on the physical or environmental conditions in the neighborhood?* – No. Should not be any adverse conditions, applicant intends to build a privacy fence.
- 5) *Whether the alleged difficulty was self-created. This fifth argument is not in and of itself grounds for denial.* – No. Applicant purchased the house 10 years ago.

Resolution of issue: Variance was granted

Minutes:

The minutes of the Board meeting on May 12, 2015 were reviewed and the following amendment made. The minutes read “...a four foot fence isn’t necessarily going to be a hindrance to certain animals.” It should read “...a four foot fence isn’t necessarily going to restrain certain animals.” A motion to accept the minutes as amended was made by Board member Lantry, seconded by member Jamison and approved by a vote of four (4) ayes, zero (0) nays, and one (1) abstention (Burzesi).

Other:

The board had a discussion regarding the Type II Home Occupation and that the Town Board is having a public hearing in June to change the Zoning Code Schedule of Uses Table to allow with a Special Use Permit a Type II Home Occupation in the Residential District, which would be the same as the other districts in the Town.

A motion to adjourn was made by Member Jamison and seconded by Chairman Van Slyke. It passed with a vote of five (5) ayes, zero (0) nays, and zero (0) abstentions. The meeting was adjourned at 9:20 p.m.

Respectfully submitted,

Amy Ferguson, Secretary

7:20 PM
07/01/15
Accrual Basis

Poestenkill Fire Company Custom Summary Report June 2015

	<u>Jun 15</u>
Income	
Town Contract Money	105,736.98
Total Income	<u>105,736.98</u>
Gross Profit	105,736.98
Expense	
Building Maintance	
Main Station	95.00
Refuse	103.42
Total Building Maintance	<u>198.42</u>
Electric	
East Poestenkill	65.62
Main Station	256.89
Total Electric	<u>322.51</u>
Equipment	
Repair & Maintance	69.99
Total Equipment	<u>69.99</u>
Fire Trucks	
Fuel	640.30
Repair & Maintance	1,709.83
Total Fire Trucks	<u>2,350.13</u>
Insurance	
Auto	535.00
Buildings	1,073.00
Total Insurance	<u>1,608.00</u>
Memorial Day	135.00
Memorial Donation	10.00
Security Alarm	65.00
Solar	594.15
Sponsorship	102.60
Telephone	
Cell Phones	106.92
East Poestenkill	68.79
Main Station	188.08
Total Telephone	<u>363.79</u>
Training	<u>25.00</u>
Total Expense	<u>5,844.59</u>
Net Income	<u><u>99,892.39</u></u>

Poestenkill Fire Company Custom Summary Report January through June 2015

	Jan - Jun 15
Income	
Bank Reverse Charge	4,045.53
Town Contract Money	287,791.98
Total Income	291,837.51
Gross Profit	291,837.51
Expense	
Advertising	75.00
Awards	2,652.78
Building Fuel (heating)	
East Poestenkill (fuel oil)	1,050.33
East Poestenkill (propane)	2,147.44
Main Station (Propanel)	10,826.09
Total Building Fuel (heating)	14,023.86
Building Maintenance	
Cleaning Supplies	353.24
East Poestenkill	131.89
Main Station	2,386.33
Refuse	897.42
Total Building Maintenance	3,768.88
DMV Fee	0.00
Donation	50.00
Electric	
East Poestenkill	612.46
Main Station	2,963.13
Total Electric	3,575.59
Equipment	
New Equipment	20,991.33
Repair & Maintenance	3,457.53
Total Equipment	24,448.86
Fire Tax & DMV FEE	27.81
Fire Trucks	
Fuel	2,151.22
Repair & Maintenance	4,662.10
Total Fire Trucks	6,813.32
Insurance	
Accident & Sickness	3,226.00
Auto	3,584.00
Buildings	6,437.00
Workman's Compensation	12,804.70
Total Insurance	26,051.70
Internet Service	750.00
Loan Payments Fire Truck	11,972.46
Medical Supplies	453.35
Memorial Day	135.00
Memorial Donation	280.00
Office Supplies	
Postage	98.00
Office Supplies - Other	22.55
Total Office Supplies	120.55
Physicals	480.00
Professional Services	3,300.00
Security Alarm	390.00
Solar	1,366.58
Sponsorship	352.60

7:18 PM
07/01/15
Accrual Basis

Poestenkill Fire Company
Custom Summary Report
January through June 2015

	<u>Jan - Jun 15</u>
Telephone	
Cell Phones	657.55
East Poestenkill	302.71
Main Station	<u>1,018.89</u>
Total Telephone	1,979.15
Town Water	65.07
Training	25.00
TRAnser to Equipment Replaceme	15,000.00
Transfer to Vechicle Replacemen	52,000.00
Water Tax	<u>363.21</u>
Total Expense	<u>170,520.77</u>
Net Income	<u><u>121,316.74</u></u>



June 17, 2015

Dear Municipal Official:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future where these services are offered:

WFNY-CA, WRNN, WCAX SD&HD, WCAX DT2, WKTV SD&HD, WKTV DT2, GMA Life TV, GMA Pinoy, Go!TV SD&HD, NBC SportsNet SD&HD, Cinemax SD&HD, Cinemax West, Cinemax On Demand, 5 Star Max SD&HD, ActionMax SD&HD, ActionMax West, MaxLatino SD&HD, MoreMax SD&HD, MoreMax West, MovieMax SD&HD, OuterMax SD&HD, ThrillerMax SD&HD, ThrillerMax West, HBO SD&HD, HBO West, HBO On Demand, HBO 2 SD&HD, HBO 2 West, HBO Comedy SD&HD, HBO Comedy West, HBO Family SD&HD, HBO Family West, HBO Latino SD&HD, HBO Latino West, HBO Signature SD&HD, HBO Signature West, HBO Zone SD&HD, HBO Zone West, Outdoor Channel SD&HD, RFD, YouToo

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are scheduled to take place:

FORO TV will be added to TV en Espanol on or about June 30, 2015

Time Warner Cable may cease carriage of TWC Movie Pass On Demand on or around July 1, 2015. Please note that Disney Family Movies will still be available through Disney Family Movies On Demand on channel 267.

We will be providing you these notifications whenever there is a change in channel or programming service. You can also check our division website at WWW.TWC.COM if you would like more updated information.



July 1, 2015

Dear Municipal Official:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future where these services are offered:

WFNY-CA, WRNN, WCAX SD&HD, WCAX DT2, WKTV SD&HD, WKTV DT2, GMA Life TV, GMA Pinoy, Go!TV SD&HD, NBC SportsNet SD&HD, Cinemax SD&HD, Cinemax West, Cinemax On Demand, 5 Star Max SD&HD, ActionMax SD&HD, ActionMax West, MaxLatino SD&HD, MoreMax SD&HD, MoreMax West, MovieMax SD&HD, OuterMax SD&HD, ThrillerMax SD&HD, ThrillerMax West, HBO SD&HD, HBO West, HBO On Demand, HBO 2 SD&HD, HBO 2 West, HBO Comedy SD&HD, HBO Comedy West, HBO Family SD&HD, HBO Family West, HBO Latino SD&HD, HBO Latino West, HBO Signature SD&HD, HBO Signature West, HBO Zone SD&HD, HBO Zone West, Outdoor Channel SD&HD, RFD, YouToo

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers.

The following changes are scheduled to take place: None.

We will be providing you these notifications whenever there is a change in channel or programming service. You can also check our division website at WWW.TWC.COM if you would like more updated information.

Patrick J. Tomaselli
Attorney at Law
Tomaselli Law Offices
P.O. Box 97
Poestenkill, New York 12140-0097
Telephone and Facsimile (518) 689-2280

June 24, 2015

TRANSMITTED VIA EMAIL TO legals@troyrecord.com

The Record
Fifth and Broadway
Troy, New York 12180

RE: Advertisement for Bids for the performance of demolition work for the Town of Poestenkill for the Project designated as
**BUILDING DEMOLITION OF PREMISES AT 116 PLANK ROAD,
POESTENKILL, NEW YORK 12140**

To whom it may concern:

As Poestenkill Town Attorney, I am transmitting herewith an Advertisement for Bids to be published in the legal notices section of The Record one (1) time on or before July 1, 2015.

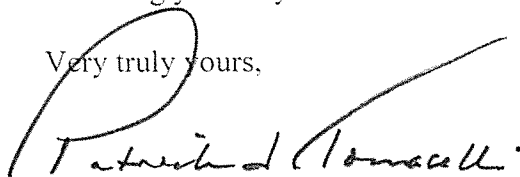
Please send the billing and the affidavit of publication for said legal notice to:

Susan Horton, Town Clerk
Poestenkill Town Hall
P.O. Box 210
Poestenkill, New York 12140

It is not necessary to send the billing and the affidavit of publication to me.

Thanking you for your attention to this matter, I am

Very truly yours,



PATRICK J. TOMASELLI, ESQ.
Poestenkill Town Attorney
Enclosure

cc: Poestenkill Town Board
Susan Horton, Town Clerk

**ADVERTISEMENT FOR BIDS
FOR THE PERFORMANCE OF DEMOLITION WORK
FOR THE TOWN OF POESTENKILL**

PLEASE TAKE NOTICE that pursuant to resolution of the Town Board of the Town of Poestenkill, Rensselaer County, New York, sealed bids will be received for the furnishing of all labor, equipment, plant, services and supervision required for the demolition and removal of a building located at 116 Plank Road in the Town of Poestenkill, New York in strict accordance with the bid requirements and any and all specifications provided by the Town of Poestenkill.

The detailed Technical Specifications for the aforesaid public works project, together with the other bid documents, are available to any interested bidder at the Office of the Poestenkill Town Clerk located at the Poestenkill Town Hall, 38 Davis Drive, Poestenkill, New York.

Bids for the specified work will be received at the Office of the Town Clerk at the Poestenkill Town Hall until 3:00 PM EDT on the 29th day of July, 2015, at which time they will be publicly opened and read aloud. All bids shall be submitted in sealed envelopes at the above address and shall bear on the face thereof the name and the address of the bidder. In accordance with General Municipal Law §105, no bidder may withdraw his bid within 45 days of the bid opening. Every bid must also be accompanied by a non-collusive bidding certification in the form contained in the bid documents.

The contract for said work will be awarded by the Town Board to the lowest responsible and responsive bidder. In cases where two or more responsible and responsive bidders submit identical bids as to price, the Town Board may award the contract to either of such bidders. The Town Board may also reject all bids and readvertise for new bids in its discretion.

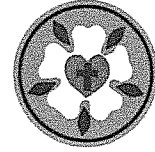
Susan Horton, Town Clerk
By Order of the Poestenkill Town Board

Approved as to form:
Patrick J. Tomaselli, Esq., Town Attorney

Dated: June 24, 2015



Evangelical Lutheran Church/
Poestenkill Historical Society



LEASE AGREEMENT

Whereas, the Evangelical Lutheran Church of Poestenkill [hereafter "ELCP or "Lessor"] owns and maintains a church building, a parsonage, a parking lot, and grounds appurtenant to those premises located at 772 Route 351, Poestenkill, New York, and

Whereas, the Poestenkill Historical Society is an unincorporated association and assemblage of volunteers organized and existing for educational purposes under the Office of the Poestenkill Town Historian and governed by a Board of Trustees, having as its specific purposes and goals the preservation of the history and heritage of the Town of Poestenkill, the teaching of its members and other interested persons about the Town's past and the conducting of programs in furtherance of such ends; and

Whereas, the Poestenkill Historical Society [hereafter "Lessee"], in order to further its purposes and conduct its programs as hereinabove set forth, seeks permission to enter upon and use certain portions of the buildings and property of ELCP, subject to the terms and conditions hereinafter set forth, and said request has been duly authorized by the Lessee's Board of Trustees; and

Whereas, this request is acceptable to and not inconsistent with the ministry and mission of ELCP, and has been reviewed and approved by ELCP's Congregation and Church Council at a regular meeting thereof held on June 15, 2015, and

Whereas, the parties hereto [ELCP and Lessee] have agreed to certain repairs and alterations to the leased premises and to an apportionment of the costs thereof, payment of which constitutes partial consideration for this lease agreement, and such premises being thereby rendered satisfactory to lessee and suitable for the reasonable purposes of this lease;

Now, therefore, the ELCP, being duly authorized to do so by its Church Council as evidenced by the signature of the ELCP Church Council President, hereby grants permission to the Lessee to enter upon and occupy such premises, subject to the following terms and conditions:

First: Lessor hereby leases to Lessee and Lessee hereby accepts in its present condition, the parsonage of the Lutheran Church located at 772 Route 351, Poestenkill, NY. For purposes of this lease, "Building" includes external porch, steps, front walk/ramp. It does not include surrounding lawn, land, parking lot or fences, although the Society can use the parking lot when not in use for Church events. The property covered by this permit shall be limited to the premises more fully described in Exhibit A, attached hereto [hereafter the "Premises"]. Exhibit A refers to diagram of interior of the building.

A. Lessor shall be responsible for the maintenance and repair of the Building's mechanical and electrical systems (furnace, fixed electric wiring, plumbing, water meter, and septic system), exterior siding and roof repairs. Lessor shall also maintain the land, lawn, parking lot and fences, including grass and shrubbery trimming and snow removal from parking areas.

Second: The occupancy and use of the premises by the Lessee shall be coordinated with church functions.

Third: The Lessee shall keep the building in a clean, orderly, neat and sanitary condition and repair during the term of this Lease. Lessee shall keep the fixtures in the Building in good order and repair and keep the porch and steps free of dirt and debris. Lessee shall make all required repairs to the plumbing and electric fixtures, other mechanical devices and systems, floors, ceilings and walls whenever and to the extent that damage to such items shall have resulted from Lessee's misuse, waste or neglect, or that of Lessee's agent or visitor. Lessee shall not permit alcoholic beverages to be brought on the premises.

Fourth: The Lessee shall comply with all applicable local and state laws, rules and regulations, while using the premises covered by this permit.

Fifth: The Lessee shall assume all responsibility for the operation and conduct of its activities and shall be fully answerable in damages for any and all accidents and/or injuries to persons or property arising out of and/or attributable to Lessee's use and occupation of the covered premises, and shall indemnify and hold harmless ELCP, its members, officers and employees, as well as the Evangelical Lutheran Church in America [hereafter "ELCA"], from any and all claims, suits, actions, damages, legal fees and costs of every nature and description arising out of or relating to the use of the Lessee's premises, as well as any alteration, repair, maintenance of any portion of the premises by the Lessee, or the violation by lessee, its agents, employees or contractors, of any applicable law, ordinance, rule or regulation. In connection therewith, the lessee shall, upon being requested to do so, assume the defense and defend, at its sole cost and expense, any action or claim brought at any time against ELCP, ELCA, and any of their members, officers, or employees.

Sixth: In addition to such insurance coverages as ELCP may have in place, and must continue to maintain in effect, the lessee shall obtain and maintain adequate and sufficient bodily injury, casualty and property damage insurance covering the premises in an amount satisfactory to the President of the Church Council of ELCP. ELCP shall be named as an additional insured in any such policy. Copies of Lessee's required policies and any renewals thereof are to be furnished to ELCP Church Council prior to Lessee's use of the premises pursuant to this lease. Such policies must state that the carrier will provide 30 days prior written notice to the President of the Church Council of ELCP if the policy is to be terminated for any reason prior to the expiration of its term or if the extent or nature of the coverage is altered in any way. Copies of ELCPs required policies shall be similarly submitted to Lessee's President and shall contain similar statements as to notice.

Seventh: The Lessee shall provide for all additional supervision and security to the premises covered by the permit as the Lessee may deem necessary and appropriate.

Eighth: The leasehold interest hereby granted shall continue, provided the lessee substantially complies with its obligations under this lease, for the five year period commencing with the date of execution of this lease by the parties thereto or until terminated by the Lessee upon 30 days written notice to the Lessor or by mutual agreement of the parties hereto. The lessee shall have the right to renew this lease for

an additional five year period upon the terms and conditions set forth herein, unless such initial lease shall have been terminated prior to its expiration or any reason. Upon any such event of lease termination or the termination of any renewal period, the Lessee shall remove all of its property remaining on the premises within thirty days from the effective date of such termination.

Ninth: The leasehold interest hereby granted shall not be assigned, transferred, extended nor altered in any way except as expressly permitted hereinabove or by means of a written amendment of this lease or any renewal thereof.

Tenth: Lessee agrees to pay ELCP, without demand, as rent for the premises the sum of ONE DOLLAR (\$1.00) per year, payable as of the first day of occupancy by lessee of the subject premises and every January thereafter. In addition, Lessee shall pay the ongoing costs of utilities [including, but not limited to heat, electricity, and water usage] which are fairly allocated to the leased premises.

Eleventh: In the event of significant structural or systems damage to the premises, irrespective of cause thereof, which is not indemnifiable by insurance then in place by either party, the Lessee and ELCP shall negotiate in good faith an apportionment of payment for any such repairs OR, at the election of the parties, or upon a failure to reach an agreement as to such apportionment, this lease shall be deemed to be terminated, effective thirty (30) days following the date of such agreement or impasse. The cost of such repairs shall then be borne by ELCP without prejudice to ELCP's right to seek an award or judgment against Lessee for the latter's determined share of such costs.

Twelfth: Any signage which Lessee desires to place appurtenant and external to the premises hereby leased shall be approved as to size, appearance and location by ELCP, and such approval shall not be unreasonably withheld. It is acknowledged by both parties that such signage may also be limited by and/or subject to the approval of the Town of Poestenkill.

Thirteenth: It is understood and acknowledged by the parties hereto that ELCP shall maintain a church office on the leased premises, and that ELCP will use such office at reasonable times, and that it may also have access to such office and any other portion of the leased premises as may be reasonably necessary to verify compliance with the terms of the lease.

Fourteenth: It is understood and agreed by the parties that: any significant failure of lessee to comply with its obligations hereunder may be treated by ELCP as a breach of the lease, and upon failure to correct such breach within thirty (30) days of notification thereof, shall result in a right to terminate such lease and occupancy; that the lease shall be interpreted and enforced pursuant to New York State Law, including the right in ELCP to recover possession of the premises solely by means of statutory court process, unless such premises shall be abandoned by lessee; and that any and all notices to be given pursuant to the terms set forth herein above shall be given in writing to an officer or board member of the party to be noticed either by hand or by means of certified mail with a return receipt.

Fifteenth: Any written notices given pursuant to this Lease Agreement which are not hand delivered shall be mailed to the following addresses unless some other address is hereafter designated in writing by the party to be noticed:]

To the Evangelical Lutheran Church:

Evangelical Lutheran Church
772 Route 351, PO Box 267
Poestenkill, NY 12140
Attention: *Council President*

To the Poestenkill Historical Society:

Poestenkill Historical Society
PO Box 140
Poestenkill, NY 12140
Attention: *Society President*

In witness whereof, the parties hereto have executed this agreement on the dates appearing next to their signatures below.

DATE: _____ **Evangelical Lutheran Church of Poestenkill**

Name: *Ruth Frazee*

Title: President of Evangelical Luther Church Council

Signature: _____

DATE: _____ **Poestenkill Historical Society**

Name: *Gail Bentley*

Title: President of Poestenkill Historical Society

Signature: _____

Reviewed and approved by the Town Board of the Town of Poestenkill, as evidenced below by the duly authorized execution of this document by the Poestenkill Town Supervisor.

DATE: _____ **Town of Poestenkill, Inc.**

Name: *Dominic Jacangelo*

Title: Supervisor of the Town of Poestenkill

Signature: _____

**TOWN CLERK'S MONTHLY REPORT
TOWN OF POESTENKILL, NEW YORK
JUNE 2015**

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 which is otherwise provided for by law:

Conservation Fees to the Town:		\$ 7.34
Marriage License	7 No. 1 @ \$ 7.50 each	\$ 7.50
Marriage Certificate	1 @ \$10.00 each	\$ 10.00
Marriage Transcript	@ \$10.00 each	\$
A1255	Total Town Clerk Fees	\$ 24.84
	Peddler's Permit	
A1289	Registrar	\$
	Junkyard License	\$ 50.00
A2544	Local Fee for dog 24 (including 1 senior)	\$ 204.00
A2115	Planning Board Fees/ZBA fees	\$ 292.59
A2555	Building Permits	\$ 932.07
A2655	Minor Sales / Certified Copies / Foil Request	\$ 1.55
A2268	Impoundment fees from Creekside Kennel	\$
A2720	Water Meter Fee \$225.00	\$
1001	Water Benefit Charge	
A2240	Misc. Water Charges \$250.00	
A2710	Water Permit Fee \$40.00	\$
1001	Water billing \$1158.57	
	Total Water Charges	\$ 1673.57
REVENUE TO SUPERVISOR		
		\$ 3178.62
Amount paid to State Comptroller for Games Chance License		
Amount paid to DEC for Conservation Licenses		\$ 125.66
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program		56.00
Amount paid to State Health Dept. for Marriage Licenses		\$ 22.50
TOTAL DISBURSED		\$ 204.16
July 2, 2015 Dominic Jacangelo, Supervisor		
TOTAL AMOUNT RECEIVED BY CLERK		\$ 3382.78
<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 May only such Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 1st day of July 2015.</p> <p style="text-align: center;"><i>Susan Horton</i></p>		



Town of Poestenkill

38 Davis Drive | P.O. Box 210
Poestenkill, NY 12140
518.283.5100 (Phone)
518.283.7550 (Fax)

OFFICE OF THE
ASSESSOR

TO: POESTENKILL TOWN BOARD

FROM: BRIAN M. JACKSON/ ASSESSOR
ASSESSOR'S REPORT FOR JUNE 2015

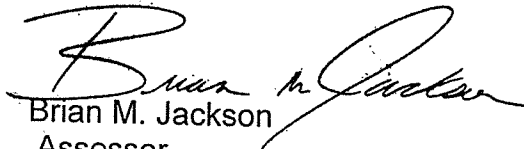
The 2015 Final Assessment Roll is complete with updated corrections from the Board of Assessment Review meeting late May. The roll is filed July 1, 2015 and is available at the Town Clerk's office and on our website. This roll will become the reference for school taxes in September and town/county taxes in January.

The final legal notice for the roll was also printed in the Troy Record on July 1st, 2015.

Sales continue to be received and processed. All renewal applications are now filed and new application forms for exemptions have been updated from the State website and are available for property owners.

Constituent relations are considered good during the report period.

Respectfully submitted,


Brian M. Jackson
Assessor
Town of Poestenkill

cc: Town Board
Susan Horton, Town Clerk



TOWN OF POESTENKILL

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

Office of the
Building Inspector/
Code Enforcement Officer/Water Manager

July 2, 2015

TO: DOMINIC JACANGELO - SUPERVISOR

FROM: ROBERT L. BRUNET, P.E. – BUILDING INSPECTOR/
CODE ENFORCEMENT OFFICER/WATER MANAGER *R.L.B.*

RE: WORK ACTIVITIES FOR JUNE 2015

New construction permits and permit renewals have stabilized during the June period. Repair and alterations work has continued, largely on existing open permits. In this month's report the standard results are reviewed and a detailed summary of our status of connections to the Poestenkill municipal water system is presented. A brief overview of our water hookup status is as follows: (7/2/2015).

- 1) Permits issued to hookup – 358
- 2) Final testing, water flushing, meter installation and plumbing connection inspections (fully hooked-up residences/businesses/schools to water)–338
- 3) Certificates of Compliance issued – 313
- 4) Physical site inspections for hookup – 626
- 5) New Installations (2)

On June 1, 2015 we took the NYSDOH required sample for the monthly Coliform test. The sample was tested by St. Peter's Hospital Environmental Laboratory and found to be satisfactory.

The overview of our standard items reveals that resident complaints, inspections for construction and property maintenance issues are continuing with corrective actions being taken where warranted, most on a voluntary compliance basis. There is continued action required to address those locations where the owner either ignores or refuses to correct the problems. There has been a significant effort made (ongoing) to correct conditions and violations of the New York State Property Maintenance Code.

We continue to meet our objective of 100% compliance with regard to the NYS "811-Call Before You Dig" law. We also continue to meet all responsibilities as the Assessor's Data Collector.

MS4

MUNICIPAL SEPARATE STORM SEWER SYSTEM

On June 23, 2015 Poestenkill was audited by the DEC to determine our compliance with MS4 requirements. We spent the entire day with three DEC representatives (headed by Mary Barrie, Environmental Program Specialist) and a Rensselaer County representative. The audit focused on office paperwork, municipal facilities and field conditions for the Town. The final report is due soon and will be reviewed with you when received. However, it is interesting to note that in a June 27th e-mail to us (Copy attached) Mary Barrie (DEC) stated **"You folks did a nice MS4 Audit"**.

Inspections for MS4 issues continue with generally good results being experienced and we continue to meet all our responsibilities in this important area.

Additionally, during June we filled 2 swimming pools, thereby saving each homeowner approximately \$700, while at the same time providing \$500 revenue to the Town.

The following specific work was accomplished by the Building Inspector / Code Enforcement / Water Manager Office during the month of June 2015.

- I Work Permits: 13
- III Certificate of Occupancy Issued: 0
- IV Certificate of Compliance Issued: 5
- V Assisted:
 - a) Phone Calls – over 250
 - b) Office Meetings - over 30
- VI Site Inspections: 33 (23 CEO & 10 MS4)
- VII Complaints Received: 10
- VIII Fees collected: \$ 1447
- IX MS4 Construction / SWPPP Inspections: 10
- X June hours worked:

WEEK	6/1 - 6/6	45 hours
WEEK	6/7 - 6/13	50 hours
WEEK	6/14 - 6/20	45 hours
WEEK	6/21 - 6/27	56 hours
WEEK	6/28 - 6/30	23 hours
TOTAL	6/1 - 6/30	219 hours

Town of Poestenkill

Dog Control

June 2015

- 4th Lost cat
- 9th Stray dog found
- 10th Owner of stray dog looking for it
- 10th Info on net gun check sent to company
- 19th Neighbor dog barking
- 19th Lost dog
- 21st Fawn injured on resident's property
- 27th Stray dog found. Took to kennel
- 27th Info on stray dog picked up
- 27th Stray cat destroying property
- 30th Owner of barking dog called with information

u Do
ors



weber

Troy • 273-9600
 Colonie • 869-9600
 6; Wed 10-8; Sat 9-4
 tfire.com

AIC ANNOUNCES SPRING 2015 DEAN'S LIST

American International College (AIC) in Springfield, MA has named 461 students to the Spring 2015 Dean's List. Dean's List students are full-time students with a grade point average between 3.3 and 4.0. Jacqueline Millard of Nassau, NY, majoring in Nursing, has been named to the Spring 2015 Dean's List at AIC. Daquan Holmes of Troy, NY, majoring in Accounting, has been named to the Spring 2015 Dean's List at AIC.

SAND LAKE AMBULANCE BLACKLISTS POESTENKILL AND ITS SCHOOLS

Letter to the Editor: If a woman is giving birth in south west Poestenkill, less than one minute drive from the Sand Lake Ambulance station, and Mohawk Ambulance, Poestenkill's service provider, requests mutual aid, Sand Lake Ambulance will refuse to respond.



If a Sand Lake child playing in a Twin Town Little League game in Poestenkill is injured, and Mohawk is out on a call and requests mutual aid, Sand Lake Ambulance will refuse to respond. If a student at Algonquin Middle School suffers an injury at school, and Mohawk requests mutual aid, Sand Lake Ambulance will refuse to respond. Over 40% of the children at Algonquin Middle School are Sand Lake residents.

The Chief of the Sand Lake Ambulance confirmed this at the June 10 Sand Lake Town Board meeting. This policy was established in the Sand Lake Ambulance's Nov. 13, 2014 document titled "Guideline on mutual aid and ALS requests". This document states: "SLA will not respond to calls for the Town of Poestenkill except for MCI (mass casualty incidents) or disaster events. Crews should advise 'Sand Lake is unavailable for that request'".

This policy directly contradicts the SLA Bylaws which state that the purpose of SLA is "To provide emergency medical care and emergency and non-emergency transportation without discrimination, at any and all times possible to those who have suffered personal injuries, illnesses or otherwise require such transportation, with the Town of Sand Lake...and the surrounding towns upon requests for mutual aid."

SLA provides mutual aid to all of the towns that border Sand Lake, EXCEPT Poestenkill.

I have had 2 meetings with Sand Lake Ambulance where I tried to convince them that they should provide mutual aid to Poestenkill in the same way they provide mutual aid to East Greenbush and North Greenbush. They refused. On June 10, 2015 I asked the Sand Lake Town Board if they would direct SLA to change their policy. In a June 23, 2015 telephone conversation, Flora Fasoldt, Sand Lake Supervisor, told me that the Board will not take any action on my request.

People who live, travel, work, play and go to school in Poestenkill get first rate ambulance service from Mohawk Ambulance and Poestenkill Fire Company First Responders.

I compiled Mohawk ambulance response reports for a five month period and found that Mohawk requests mutual aid about once per month. I am not asking for a free ride for people who happen to be in Poestenkill at their moment of need. SLA bills for their service and therefore will be paid by the patient, or the patient's insurance company.

Sand Lake residents should contact Supervisor Flora Fasoldt, 518-674-2026 Ext. 12, and Robbie McCue, President of the Sand Lake Ambulance Company, 518-674-2221, and demand that the SLA provide mutual aid to Poestenkill residents, students and our visitors.

~ David Hass, Councilman, Town of Poestenkill

Editors Note: The above article does not necessarily reflect the opinion or endorsement of the Editor or the Staff of THE ADVERTISER, and for all intents and purposes is impossible to verify the truth and veracity of its contents.

MAZUROWSKI
 ENTERPRISES
HYDROSEEDING
 WE GROW GRASS ANYWHERE

The
 hear
 July
 infor
 and
 A se
 posit
 posit
 and
 of a
 The
 on Tl
 voter
 to th
 trust
 boun
 voter
 the t
 and s
 perso
 board

La
 • 1
 • 1
 • 1
 • 1
 • 1



**National
Multiple Sclerosis
Society**
Upstate
New York
Chapter

Town of Poestenkill
PO Box 210
Poestenkill, NY 12140-0210

July 1, 2015

Dear Friend,

On behalf of the National Multiple Sclerosis Society, Upstate New York Chapter, thank you for your gift of \$80.00 in memory of Stacey Roberts. We have notified the family of your thoughtful gift.

Your donation enables the National MS Society to help 12,800 individuals and families in Upstate New York affected by MS overcome the daily challenges of this unpredictable and lifelong disease. You are helping people with MS live independently, gain access to information, navigate community resources, build bonds with others affected by MS, and find financial resources during times of need.

Your support, combined with many others, makes the Society the largest private funder of MS research in the world. In turn, the Society's leadership fosters critical research that has led to the development of numerous disease-modifying treatments and symptom management therapies. Momentum in MS research has never been greater. The goal is simple: stop disease progression, restore lost function, and end MS forever.

Thank you for your help in creating a world free of multiple sclerosis.

Sincerely,

Stephanie Mincer, LMSW
President and CEO

The full amount of your gift is deductible for federal income tax purposes to the extent required by law; no goods or services were provided.

STOP THE OPENING OF THE BARBERVILLE FALLS IN SUMMER AND PLANS FOR A PARKING LOT NEAR THE FALLS

We, the undersigned, petition the Poestenkill Town Board to reconsider plans to put a parking lot near the Barberville Falls and reopening it in the summer months. The falls have been closed during the summer for the last three years, resulting in the elimination of injuries, excessive noise and reduced trespassing.

Putting a parking lot near the falls is an open invitation by the town for people to come and enjoy the falls. In theory, this may sound beneficial, but history has shown the opposite. Most of the summer visitors have no respect for the falls, the neighbors and particularly the owners of one half of the falls. The summer months bring non-stop incidences of trespassing (frequently and repeatedly using Mr Hohman's private road as a shortcut to the falls), alcohol and drug use, swimming, jumping off cliffs on private property, smashing bottles, leaving behind their garbage so that the hike back up the hill will be easier, foul and abusive language toward anyone who confronts them and yelling into the late hours of the night. There is also a history of physical assault perpetrated by four men against Mr. Hohman when asked to leave his property.

The three years when the falls have been open to visitors for just nine months of the year have brought a much different population to the property. People who do not see it as a party place, rock climbing opportunity, swimming and diving pool. Sober, respectful individuals rarely causing problems.

We ask the town board to consider the reality of what they will be bringing to the area and the negative impact and huge responsibility involved.

NAME

ADDRESS

<u>Thomas Hohman</u>	<u>OWNER</u>	<u>329 PLANK ROAD</u>
<u>Bonnie Hohman</u>	<u>OWNER</u>	<u>329 Plank Rd Poestenkill</u>
<u>John Hohman</u>	<u>lessee</u>	<u>329 Plank Rd Poestenkill</u>
<u>Lori Sinday</u>	<u>lessee</u>	<u>329 Plank Road</u>
<u>Thomas Clark</u>	<u>OWNER</u>	<u>9 BLUEFACTORY RD.</u>
<u>Rosemary Clark</u>	<u>OWNER</u>	<u>9 Blue Factory Rd</u>
<u>Frank Swartz</u>	<u>owner</u>	<u>3+5 Banner Hill Lane</u>
<u>Harry [unclear]</u>	<u>owner</u>	<u>22 MYWAY</u>
<u>Joyce A. Blawell</u>	<u>owner</u>	<u>351 Plank Rd. G.P.</u>
<u>Jim Blawell</u>	<u>OWNER</u>	<u>351 Plank Rd. A.P.</u>
<u>Catherine D. Wagon</u>	<u>owner</u>	<u>44 Blue Factory Rd AP</u>

STOP THE OPENING OF THE BARBERVILLE FALLS IN SUMMER AND PLANS FOR A PARKING LOT NEAR THE FALLS

We, the undersigned, petition the Poestenkill Town Board to reconsider plans to put a parking lot near the Barberville Falls and reopening it in the summer months. The falls have been closed during the summer for the last three years, resulting in the elimination of injuries, excessive noise and reduced trespassing.

Putting a parking lot near the falls is an open invitation by the town for people to come and enjoy the falls. In theory, this may sound beneficial, but history has shown the opposite. Most of the summer visitors have no respect for the falls, the neighbors and particularly the owners of one half of the falls. The summer months bring non-stop incidences of trespassing (frequently and repeatedly using Mr Hohman's private road as a shortcut to the falls), alcohol and drug use, swimming, jumping off cliffs on private property, smashing bottles, leaving behind their garbage so that the hike back up the hill will be easier, foul and abusive language toward anyone who confronts them and yelling into the late hours of the night. There is also a history of physical assault perpetrated by four men against Mr. Hohman when asked to leave his property.

The three years when the falls have been open to visitors for just nine months of the year have brought a much different population to the property. People who do not see it as a party place, rock climbing opportunity, swimming and diving pool. Sober, respectful individuals rarely causing problems.

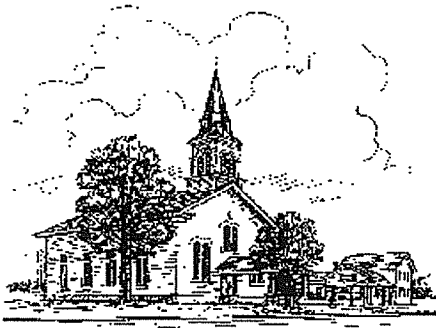
We ask the town board to consider the reality of what they will be bringing to the area and the negative impact and huge responsibility involved.

NAME

ADDRESS

Ross Wager	44 BLUE FACTORY RD
Steve Valente	335 Plank Rd
Kenneth E Cushman	165 Plank Rd 12140

All of these signatures are from individuals who reside near the Falls or own property adjacent to The Nature Conservancy Preserve and have been negatively impacted by summer visitors to the Falls.



*Evangelical Lutheran Church
of Poestenkill
PO Box 267
Poestenkill, NY 12140
(518) 283-6045*

Poestenkill Bread of Life Food Pantry Funding Request

**To: Dominic Jacangelo, Town of Poestenkill Supervisor
and The Poestenkill Town Board.**

Subject: Funding Request for the 2016 Fiscal Year.

The Bread of Life Food Pantry respectfully submits for your consideration a request of \$700.00 to be included in the 2016 Town Budget to assist in purchasing food for our operations.

Our Mission Statement: The Poestenkill Bread of Life Food Pantry's mission is to be a positive force in the Poestenkill community by providing supplemental food supplies to people in need, in a compassionate and respectful manner, initially focusing primarily on the Town of Poestenkill.

Our Operations: We will operate from a room in the Parsonage House adjacent to the Poestenkill Evangelical Lutheran Church initially on the first & third Thursday of each month from 5:00 PM to 7:00PM. Our first day of

operation is tentatively set for Thursday September 17th. We will be coordinating our efforts with the other Churches in Town, the Poestenkill Elementary School, Algonquin Middle School, Averill Park High School and we will be reaching out to other civic organizations in Poestenkill. The Food Pantry will initially begin on a small scale and grow as we build a solid foundation. Food supplies will be sourced through citizen donations, requests to local food stores and food collection drives. Financial donations will also be accepted to support operations. Poestenkill Bread of Life Food Pantry must prove we can be a viable operation for at least six months before approaching the Northeast Food Bank as a possible additional supply source. A client identification, address verification and need confirmation procedure will be established to assist in legitimizing all people seeking supplemental food assistance. Volunteers will staff the Pantry, receive training and run all segments of our operation. Summary operational reports would be made available to the Town Board on a regular basis.

Pantry Organizing Members: Rev. Steve Cordes, Ruth Frazee, Ed Gresens, Susanne & Steve Keller and Tom Russell. The Poestenkill Evangelical Lutheran Church will provide the Not-for-Profit Tax Status for the Pantry.

Our Purpose: To offer temporary supplemental food supplies without bias or judgement to those individuals and families experiencing difficulty providing for themselves due to their respective short or long term economic distress.

Thank you for your time and consideration of this request.

Respectfully submitted,

Poestenkill Bread of Life Food Pantry Organizing Committee.